

21932

RETURN

(To an Order of the House of Lords, dated 16th June 1853),

FOR

COPIES OF THE TREATIES AND ENGAGEMENTS

BETWEEN THE

EAST INDIA COMPANY AND THE NATIVE
POWERS IN ASIA,

WITH THE

INTRODUCTORY AND HISTORICAL
NOTICES THEREON.

Ordered to be printed 24th June 1853.

CONTENTS.

ACHEEN.—Treaty with the King of, 22d April, 1819, See "Eastern Archipelago."	Page 206
ALWUR AND TIJARA.—Treaty with Maha Rao Rajah Seway Bucktawar Sing, 14th November, 1803,	468
Engagement with the Vakeel of Rao Rajah, 1805,	469
Ditto with the Rao Rajah of Macherry, 16th July, 1811,	<i>ibid.</i>
Ditto with Rao Rajah Sewace Benec Sing, 21st February, 1826	470
ASSAM.—Treaty with the Rajah of, 28th February, 1793,	179
Ditto with Rajah Poorunder Sing, 2d March, 1833,	182
AVA.—Treaty with the King of, 24th February, 1826,	188
Commercial Treaty with ditto (ratified 1st September, 1827,)	192
BANSWARRA.—Treaty with Maha Rawul Sree Omd Sing Behauder, 16th September, 1818,	461
Ditto ditto, 25th December, 1818,	462
BENARES.—See "Oude."	
Grant of the zemindary of, to Cheyt Sing by Shujah-ul-Dowla, 6th September, 1773,	106
Sunnud granted to Cheyt Sing by the Company, 15th April, 1776,	107
Pottah granted to Rajah Mahipnarain Behauder, 14th September, 1781.	111
BENGAL.—Treaty with Serajah Dowlah, 1757,	10—13
Ditto with Jaffier Ally Khan, 1757,	13
General Sunnud under the seal of ditto, 15th July, 1757,	15—24
Treaty with the Dutch, 1st December, 1759,	24
Ditto between Jaffier Ally Khan and the Dutch, guaranteed by the Bengal Govern- ment, 23d August, 1760	27
Treaty with Cossim Ali Khan for placing him in the Soubahship of Bengal, with its Sunnuds, 27th September, 1760,	29—31
Ditto with Jaffier Ally Khan, 10th July, 1763,	31
Ditto with Nudjum-ul-Dowlah, 20th February, 1765,	34
Agreement with ditto, 30th September, 1763,	36
Treaty with Syef-ul-Dowla, 19th May, 1766,	37
Treaty with Mobarek-ul-Dowla, 21st March, 1770	38
Sunnuds, &c., to Lord Clive for Jaghire,	39—42
BHOPAUL.—Treaty with Nuzzer Mahomed Khan, 26th February, 1818,	
BHURTPORE.—Treaty with the Rajah of, 29th September, 1803,	471
Ditto ditto ditto, 17th April, 1805,	472
BICKANEER.—Treaty with Rajah Soorut Sing Behauder, 9th March, 1818,	439
BOONDEE.—Treaty with Rajah Bishun Sing Behauder, 10th February, 1818,	451
BOOTAN.—Treaty with the Rajah of, 25th April, 1774,	176
BUHAWULPORE.—Treaty with the Nabob of, 22d February, 1833,	502
Articles of a supplementary Treaty (ratified 5th March, 1835,)	504
Detailed statement of Toll leviable on boats, approved by Government, 11th October, 1838,	505
Proposed rates for the navigation of the Sutlej and the Indus by mercantile boats, 5th August, 1840,	506
Agreement regarding the levy on duties on merchandize, 11th September, 1843,	507
Treaty with the Nawab of, 5th October, 1838,	508
CACHAR.—Treaty with Rajah Govind Chunder Naryn, 6th March, 1824,	184
Ditto with Toola Ram Seenaputtee, 3d November, 1834,	185
COLABA.—Treaty with Raghojee Angria, 1822,	339
COLAPOKE.—Agreement with Maharajah Jeejaboy, 12th January, 1766,	319
Ditto with the Rajah of, 1st October, 1812,	321
Ditto with Shajee Chutterbutty Maha Raj Kurveer, 24th January, 1826,	323
Ditto with Raje Shah Chetraputtee, 23d October, 1827,	325
Ditto with ditto ditto, 15th March, 1829,	326
COOCH BEHAR.—Treaty with Rajah Durrindernarain, 5th April, 1773.	178
DELHI.—Grant from the Mogul of the zemindaries of Benares and Ghazeepore, with its Firmand, 22d November, 1764,	45
Ditto ditto for the Dewanny of Bengal, Behar and Orissa, 12th August, 1765,	46—50
DELLY.—See "Straits."	
DEWASS.—Engagement with Rajahs Tookajee and Anund Rao Powar, (ratified 12th December, 1818,)	415

CONTENTS.

	Page.
DHAR.—Treaty with Rajah Ramchunder Rao Powar, 10th January, 1819,	412
Engagement with ditto ditto, 18th December, 1821,	414
DHOLEPORE.—See "Gohud, No. 176, p. 383."	
DOONGURPORE.—Treaty with Maha Rawul Sree Juswunt Sing, 11th December, 1818,	459
DUTCH.—See "Straits."	
EASTERN ARCHIPELAGO.—See "Acheen," "Johore," "Queda," "Straits."	
FURRUCKABAD.—Treaty with Nabob Imdad Hoossain Khan, 4th June, 1802,	115
GOHUD.—Treaty with Maha Rajah Luckindar Behauder, 2d December, 1779,	315
Ditto with Rajah Umbajee Rao Englah, 16th December, 1803,	477
Ditto with Maha Raj Ranah Kerrut Sing Behauder, 17th and 29th January, 1804,	381
Ditto ditto 10th January, 1806,	383
See "Dholepore."	
GUICKWAR.—Treaty with the Nabob of Baroach, 30th November, 1771,	287
Ditto with Futtj Sing, 12th January, 1773,	289
Ditto ditto ditto 26th January, 1780,	ibid.
Subsidiary Treaty with Rowjee Appajee, 15th March, 1802,	291
Treaty with Anund Rao, 6th June, 1802,	233
Agreement with ditto, 29th July, 1802,	302
Ditto ditto Supplementary to the treaties of 1802, 18th February 1803,	304
Definitive Treaty with ditto, 21st April, 1805,	307
Amended Article of the above, 10th September, 1806,	312
Supplement to the Definitive Treaty of 21st April, 1805, 6th November, 1817,	313
Additional Article to the preceding, 28th November, 1818,	318
GWALIOR.—See "Scindiah."	
HILL STATES.—Proclamation issued to the Chiefs and Inhabitants of the Hills between the Sutlej and the Jumna, 17th October, 1814	478
Bussahir.—Sunnud granted to Rajah Mohender Sing, 8th February 1816,	479
Khyloor or Belaspoor.—Ditto to Rajah Maha Chund, 6th March, 1815,	480
Hindoor or Nalagur.—Ditto to Rajah Ram Sing (or Ram Surrum) 7th September, 1815,	481
Ditto ditto for the Thakoorace of Burrowlee, 8th September, 1815,	482
Nahun or Sirmoor.—Ditto to Rajah Futteh Sing Perkas, 21st September, 1815,	ibid.
Ditto ditto, 5th September, 1833,	483
Putteeala.—Sunnud granted to Rajah Kurrum Sing, 20th October, 1815,	484
Ditto ditto for the Thakoorace of Bughat,	ibid.
HOLKAR.—Treaty with Jeswunt Rao Holkar, 24th December, 1805, with Declaratory Article annexed,	406
Ditto with Maha Rajah Mulhar Rao Holkar, 6th January, 1818,	409
HYDERABAD.—See "Nizam."	
JESSULMERE.—Treaty with Maha Rawul Moolraj Behauder, 12th December, 1818,	437
JEYPORE.—Treaty with Rajah Dheeraj Juggut Sing Behauder, 12th December, 1803,	427
Ditto with Rajah Sewae Juggut Sing, 2d April, 1818,	429
JHULLAWUR.—Ditto with Rajah Rana Mudun Sing, 8th April, 1838,	447
See "Kota."	
JODHPORE.—Treaty with Dheeraj Maun Sing Behauder, 22d December, 1803,	433
Ditto ditto, 6th January, 1818,	435
JOHORE.—Treaty with the Chiefs of, 2d August, 1824,	209
See "Eastern Archipelago."	
JYNTIA.—Treaty with Rajah Ram Sing, 10th March, 1824,	186
KEROWLEE.—Treaty with the Rajah of, 9th November, 1817,	456
KISHENGURH.—Treaty with Maha Rajah Kulleaun Sing, 26th March, 1818,	452
KOTA.—See "Jhullawur."	
Treaty with Maha Rao Omed Sing Behauder, 25th December, 1817,	441
Supplementary Article of the Treaty with the principality of, 20th February, 1818,	443
Sunnud to Maha Rao Omed Sing, 25th September, 1819,	444
Treaty with Maha Rao Ram Sing, 10th April, 1838,	445
LAHORE.—Treaty with Sirdars Runjeet Sing and Futteh Sing, 1st January, 1806,	
Ditto with the Rajah of, 25th April, 1809,	490
Paper of assurance delivered by Lord W. Bentinck to Rajah Runjeet Sing, 31st October, 1831,	491
Treaty with Rajah Runjeet Sing, 26th December, 1832,	492
Supplementary Treaty with ditto for establishing a Toll on the Indus, 29th November 1834,	494
Agreement with the government of, regarding the duties leviable on the transit of merchandize by the rivers Sutlej and Indus, 19th May, 1839,	495
Document signed by Rajah Khurruck Sing fixing the rates of duty, 27th June 1840,	497
Tripartite Treaty, 25th July, 1838,	498
LANGKAT.—See "Straits."	
LIGOR.—Ditto.	
LUNAWARRA.—Treaty with the Rajah of, 14th November, 1803,	464

	<i>Page.</i>
QUEDA. See "Eastern Archipelago."	
Agreement with the King of, for the cession of Prince of Wales' Island, 1786,	202
Treaty with the King of, 1st May, 1791,	203
Ditto ditto, 1802,	204
ROHILLAS. See "Oude."	
Treaty between Shujah-ul-Dowla, and the Rohilla Sirdars, 13th June, 1772,	95
Ditto between Shujah-ul-Dowla and Fyzoollah Khan, 1774,	96, 97
ROHILLAS.—Writing given by Major Palmer to Fyzoollah Khan, 17th February, 1783	98
Treaty with Nabob Aysuf-ul-Dowla, 13th December, 1794,	99
SALENGORE.—See "Straits."	
SATTARA.—Treaty with Maha Raja Pertaub Shah, 25th September, 1829,	280
Ditto with Shahjee Rajey Chutterputtie, 4th September, 1839,	285
SAWUNT WARREE.—Treaty with the Bhosla, 7th April, 1765,	329
Ditto ditto, 24th October, 1766,	331
Ditto with Rajah Pond Sawunt Bhosla, 3rd October, 1812,	333
Ditto with the Regency of, 17th February, 1819,	335
Ditto ditto, 17th February, 1819,	336
Memorandum of Khaim Sawunt Bhosla, 25th December, 1832,	337
Agreement with the Chief of,—September, 1838,	338
SCINDIAH.—Treaty with Madha Rao Scindiah, 13th October, 1781,	345
Grant of the Fort, Town, and Pergunnah of Baroach to Madhajee Scindiah,	
6th June, 1782,	346
Sunnud from, to the English Company, 21st March, 1783,	347
Treaty with Dowlut Rao Scindiah, 30th December, 1803,	348
Treaty of Alliance with ditto, 27th February, 1804,	355
Ditto with ditto with the declaration articles annexed, 22d Nov. 1805,	360
Ditto ditto ditto, 5th November, 1817,	363
Engagement with Dowlut Rao Scindiah, for the exchange of certain territories,	
25th June, 1818,	366
Ditto ditto, 6th February, 1820,	370
Treaty with Jyajee Rao Scindiah, 13th January, 1844,	371
SIAC.—See "Straits."	
SIAM.—Treaty with the King of, 20th June, 1826,	194—201
SICCIM.—Treaty with the Rajah of, 16th February, 1817,	174
SIKH STATES, PROTECTED.—Ittilah-nameh addressed to the Chiefs, 3d May, 1809,	476
Sunnud granted to the Chiefs of Malwa, 22d August, 1811,	477
SIROHEE.—Treaty with Rao Sheo Sing, 11th September, 1823,	454
SOONTH.—Ditto with the Rajah of, 15th December, 1803,	465
STRAITS, PETTY CHIEFS IN THE,— <i>Delly</i> .—Engagement with Sultan Panglima,	
19th February, 1823,	212
Ditto respecting the Currency, 19th February, 1823,	<i>ibid.</i>
<i>Langkat</i> .—Treaty with the Raja of, 16th February, 1823,	213
<i>Ligor</i> .—Treaty with the Rajah of, 2d November, 1831,	213
<i>Perak</i> .—Treaty of commercial alliance with the Rajah of, 30th July, 1818,	214
Engagement with Sultan Abdulla, 6th September, 1825,	215
Ditto ditto, 18th October, 1826,	216, 217
Supplementary ditto ditto, 25th October, 1826,	218
<i>Salengore</i> .—Commercial Treaty with the Rajah of, 22d August, 1818,	220
Agreement of peace and friendship with Sultan Ibrahim Shah, 20th	
August, 1825,	221
<i>Siack</i> .—Treaty of Commercial Alliance with the King of, 31st August, 1818,	222
Engagement with ditto, 26th March, 1823,	223
Schedule of Import and Export Duties	224
<i>Dutch</i> .—Treaty with the King of the Netherlands, 17th March, 1824,	225
TONK.—Treaty with Nawab Umeer Khan, 9th November, 1817,	422

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AUG 19 1921

COPIES OF TREATIES, &c.

The accompanying volume of Treaties, together with the historical notices prefixed, has been compiled almost exclusively from the Records of the Foreign Department.

The object in view in framing this compilation has been to present in a compact form, admitting of easy reference, the Engagements which have been entered into between the British Government and the different Native States, together with an elucidation of the circumstances and views of policy which led to the formation of each particular Engagement.

In drawing up this work I have been mainly indebted to Mr. Michie, the Deputy Register of the Foreign Department, to whose ability, zeal, and intimate acquaintance with the relations of Government with Native States, must chiefly be attributed any advantages which the present compilation affords.

A second volume, containing the Engagements with the States not mentioned in this volume, is under preparation for the press.

W. EDWARDS,

Under Secretary.

CONTENTS.

ACHEEN.—Treaty with the King of, 22d April, 1819, See "Eastern Archipelago."	Page 206
ALWUR AND TIJARA.—Treaty with Maha Rao Rajah Seway Bucktawar Sing, 14th November, 1803,	468
Engagement with the Vakeel of Rao Rajah, 1805,	469
Ditto with the Rao Rajah of Macherry, 16th July, 1811,	<i>ibid.</i>
Ditto with Rao Rajah Sewace Benec Sing, 21st February, 1826	470
ASSAM.—Treaty with the Rajah of, 28th February, 1793,	179
Ditto with Rajah Poorunder Sing, 2d March, 1833,	182
AVA.—Treaty with the King of, 24th February, 1826,	188
Commercial Treaty with ditto (ratified 1st September, 1827,)	192
BANSWARRA.—Treaty with Maha Rawul Sree Omed Sing Behauder, 16th September, 1818,	461
Ditto ditto, 25th December, 1818,	462
BENARES.—See "Oude."	
Grant of the zemindary of, to Cheyt Sing by Shujah-ul-Dowla, 6th September, 1773,	106
Sunnud granted to Cheyt Sing by the Company, 15th April, 1776,	107
Pottah granted to Rajah Mahipnarain Behauder, 14th September, 1781.	111
BENGAL.—Treaty with Serajah Dowlah, 1757,	10—13
Ditto with Jaffier Ally Khan, 1757,	13
General Sunnud under the seal of ditto, 15th July, 1757,	15—24
Treaty with the Dutch, 1st December, 1759,	24
Ditto between Jaffier Ally Khan and the Dutch, guaranteed by the Bengal Govern- ment, 23d August, 1760	27
Treaty with Cossim Ali Khan for placing him in the Soubahship of Bengal, with its Sunnuds, 27th September, 1760,	29—31
Ditto with Jaffier Ally Khan, 10th July, 1763,	31
Ditto with Nudjum-ul-Dowlah, 20th February, 1765,	34
Agreement with ditto, 30th September, 1763,	36
Treaty with Syef-ul-Dowla, 19th May, 1766,	37
Treaty with Mobarek-ul-Dowla, 21st March, 1770	38
Sunnuds, &c., to Lord Clive for Jaghire,	39—42
BHOPAUL.—Treaty with Nuzzer Mahomed Khan, 26th February, 1818,	
BHURTPORE.—Treaty with the Rajah of, 29th September, 1803,	471
Ditto ditto ditto, 17th April, 1805,	472
BICKANEER.—Treaty with Rajah Soorut Sing Behauder, 9th March, 1818,	439
BOONDEE.—Treaty with Rajah Bishun Sing Behauder, 10th February, 1818,	451
BOOTAN.—Treaty with the Rajah of, 25th April, 1774,	176
BUHAWULPORE.—Treaty with the Nabob of, 22d February, 1833,	502
Articles of a supplementary Treaty (ratified 5th March, 1835,)	504
Detailed statement of Toll leviable on boats, approved by Government, 11th October, 1838,	505
Proposed rates for the navigation of the Sutlej and the Indus by mercantile boats, 5th August, 1840,	506
Agreement regarding the levy on duties on merchandize, 11th September, 1843,	507
Treaty with the Nawab of, 5th October, 1838,	508
CACHAR.—Treaty with Rajah Govind Chunder Naryn, 6th March, 1824,	184
Ditto with Toola Ram Seenaputtee, 3d November, 1834,	185
COLABA.—Treaty with Raghojee Angria, 1822,	339
COLAPOKE.—Agreement with Maharajah Jeejaboy, 12th January, 1766,	319
Ditto with the Rajah of, 1st October, 1812,	321
Ditto with Shajee Chutterbutty Maha Raj Kurveer, 24th January, 1826,	323
Ditto with Raje Shah Chetraputtee, 23d October, 1827,	325
Ditto with ditto ditto, 15th March, 1829,	326
COOCH BEHAR.—Treaty with Rajah Durrindernarain, 5th April, 1773.	178
DELHI.—Grant from the Mogul of the zemindaries of Benares and Ghazeepore, with its Firmand, 22d November, 1764,	45
Ditto ditto for the Dewanny of Bengal, Behar and Orissa, 12th August, 1765,	46—50
DELLY.—See "Straits."	
DEWASS.—Engagement with Rajahs Tookajee and Anund Rao Powar, (ratified 12th December, 1818,)	415

	Page.
DHAR.—Treaty with Rajah Ramchunder Rao Powar, 10th January, 1819,	412
Engagement with ditto ditto, 18th December, 1821,	414
DHOLEPORE.—See "Gohud, No. 176, p. 383."	
DOONGURPORE.—Treaty with Maha Rawul Sree Juswunt Sing, 11th December, 1818,	459
DUTCH.—See "Straits."	
EASTERN ARCHIPELAGO.—See "Acheen" "Johore," "Queda," "Straits."	
FURRUCKABAD.—Treaty with Nabob Imdad Hoossain Khan, 4th June, 1802,	115
GOHUD.—Treaty with Maha Rajah Luckindar Behauder, 2d December, 1779,	35
Ditto with Rajah Umbajee Rao Englah, 16th December, 1803,	477
Ditto with Maha Raj Ranah Kerrut Sing Behauder, 17th and 29th January, 1804,	381
Ditto ditto 10th January, 1806,	383
See "Dholepore."	
GUICKWAR.—Treaty with the Nabob of Baroach, 30th November, 1771,	287
Ditto with Futtu Sing, 12th January, 1773,	289
Ditto ditto ditto 26th January, 1780,	<i>ibid.</i>
Subsidiary Treaty with Rowjee Appajee, 15th March, 1802,	291
Treaty with Anund Rao, 6th June, 1802,	233
Agreement with ditto, 29th July, 1802,	302
Ditto ditto Supplementary to the treaties of 1802, 18th February 1803,	304
Definitive Treaty with ditto, 21st April, 1805,	307
Amended Article of the above, 10th September, 1806,	312
Supplement to the Definitive Treaty of 21st April, 1805, 6th November, 1817,	313
Additional Article to the preceding, 28th November, 1818,	318
GWALIOR.—See "Scindiah."	
HILL STATES.—Proclamation issued to the Chiefs and Inhabitants of the Hills between the Sutlej and the Jumna, 17th October, 1814	478
Bussahir.—Sunnud granted to Rajah Mohender Sing, 8th February 1816,	479
Khyloor or Belaspoor.—Ditto to Rajah Maha Chund, 6th March, 1815,	480
Hindoor or Nalagur.—Ditto to Rajah Ram Sing (or Ram Surrum) 7th September, 1815,	481
Ditto ditto for the Thakoorace of Burrowlee, 8th September, 1815,	482
Nahun or Sirmoor.—Ditto to Rajah Futteh Sing Perkash, 21st September, 1815,	<i>ibid.</i>
Ditto ditto, 5th September, 1833,	483
Puttecala.—Sunnud granted to Rajah Kurram Sing, 20th October, 1815,	484
Ditto ditto for the Thakoorace of Bughat,	<i>ibid.</i>
HOLKAR.—Treaty with Jeswunt Rao Holkar, 24th December, 1805, with Declaratory Article annexed,	406
Ditto with Maha Rajah Mulhar Rao Holkar, 6th January, 1818,	409
HYDERABAD.—See "Nizam."	
JESSULMERE.—Treaty with Maha Rawul Moolraj Behauder, 12th December, 1818,	437
JEYPORE.—Treaty with Rajah Dheeraj Juggut Sing Behauder, 12th December, 1803,	427
Ditto with Rajah Sewae Juggut Sing, 2d April, 1818,	429
JHULLAWUR.—Ditto with Rajah Rana Mudun Sing, 8th April, 1838,	447
See "Kota."	
JODHPORE.—Treaty with Dheeraj Maun Sing Behauder, 22d December, 1803,	433
Ditto ditto, 6th January, 1818,	435
JOHORE.—Treaty with the Chiefs of, 2d August, 1824,	209
See "Eastern Archipelago."	
JYNTIA.—Treaty with Rajah Ram Sing, 10th March, 1824,	186
KEROWLEE.—Treaty with the Rajah of, 9th November, 1817,	456
KISHENGURH.—Treaty with Maha Rajah Kulleeaun Sing, 26th March, 1818,	452
KOTA.—See "Jhullawur."	
Treaty with Maha Rao Omed Sing Behauder, 25th December, 1817,	441
Supplementary Article of the Treaty with the principality of, 20th February, 1818,	443
Sunnud to Maha Rao Omed Sing, 25th September, 1819,	444
Treaty with Maha Rao Ram Sing, 10th April, 1838,	445
LAHORE.—Treaty with Sirdars Runjeet Sing and Futteh Sing, 1st January, 1806,	
Ditto with the Rajah of, 25th April, 1809,	490
Paper of assurance delivered by Lord W. Bentinck to Rajah Runjeet Sing, 31st October, 1831,	491
Treaty with Rajah Runjeet Sing, 26th December, 1832,	492
Supplementary Treaty with ditto for establishing a Toll on the Indus, 29th November 1834,	494
Agreement with the government of, regarding the duties leviable on the transit of merchandize by the rivers Sutlej and Indus, 19th May, 1839,	495
Document signed by Rajah Khurruck Sing fixing the rates of duty, 27th June 1840,	497
Tripartite Treaty, 25th July, 1838,	498
LANGKAT.—See "Straits."	
LIGOR.—Ditto.	
LUNAWARRA.—Treaty with the Rajah of, 14th November, 1803,	464

	<i>Page.</i>
QUEDA. See "Eastern Archipelago."	
Agreement with the King of, for the cession of Prince of Wales' Island, 1786,	202
Treaty with the King of, 1st May, 1791,	203
Ditto ditto, 1802,	204
ROHILLAS. See "Oude."	
Treaty between Shujah-ul-Dowla, and the Rohilla Sirdars, 13th June, 1772,	95
Ditto between Shujah-ul-Dowla and Fyzoollah Khan, 1774,	96, 97
ROHILLAS.—Writing given by Major Palmer to Fyzoollah Khan, 17th February, 1783	98
Treaty with Nabob Aysuf-ul-Dowla, 13th December, 1794,	99
SALENGORE.—See "Straits."	
SATTARA.—Treaty with Maha Raja Pertaub Shah, 25th September, 1829,	280
Ditto with Shahjee Rajey Chutterputtie, 4th September, 1839,	285
SAWUNT WARREE.—Treaty with the Bhosla, 7th April, 1765,	329
Ditto ditto, 24th October, 1766,	331
Ditto with Rajah Pond Sawunt Bhosla, 3rd October, 1812,	333
Ditto with the Regency of, 17th February, 1819,	335
Ditto ditto, 17th February, 1819,	336
Memorandum of Khaim Sawunt Bhosla, 25th December, 1832,	337
Agreement with the Chief of,—September, 1838,	338
SCINDIAH.—Treaty with Madha Rao Scindiah, 13th October, 1781,	345
Grant of the Fort, Town, and Pergunnah of Baroach to Madhajee Scindiah,	
6th June, 1782,	346
Sunnud from, to the English Company, 21st March, 1783,	347
Treaty with Dowlut Rao Scindiah, 30th December, 1803,	348
Treaty of Alliance with ditto, 27th February, 1804,	355
Ditto with ditto with the declaration articles annexed, 22d Nov. 1805,	360
Ditto ditto ditto, 5th November, 1817,	363
Engagement with Dowlut Rao Scindiah, for the exchange of certain territories,	
25th June, 1818,	366
Ditto ditto, 6th February, 1820,	370
Treaty with Jyajee Rao Scindiah, 13th January, 1844,	371
SIAC.—See "Straits."	
SIAM.—Treaty with the King of, 20th June, 1826,	194—201
SICCIM.—Treaty with the Rajah of, 16th February, 1817,	174
SIKH STATES, PROTECTED.—Ittilah-nameh addressed to the Chiefs, 3d May, 1809,	476
Sunnud granted to the Chiefs of Malwa, 22d August, 1811,	477
SIROHEE.—Treaty with Rao Sheo Sing, 11th September, 1823,	454
SOONTH.—Ditto with the Rajah of, 15th December, 1803,	465
STRAITS, PETTY CHIEFS IN THE,— <i>Delly</i> .—Engagement with Sultan Panglima,	
19th February, 1823,	212
Ditto respecting the Currency, 19th February, 1823,	<i>ibid.</i>
<i>Langkat</i> .—Treaty with the Raja of, 16th February, 1823,	213
<i>Ligor</i> .—Treaty with the Rajah of, 2d November, 1831,	213
<i>Perak</i> .—Treaty of commercial alliance with the Rajah of, 30th July, 1818,	214
Engagement with Sultan Abdulla, 6th September, 1825,	215
Ditto ditto, 18th October, 1826,	216, 217
Supplementary ditto ditto, 25th October, 1826,	218
<i>Salengore</i> .—Commercial Treaty with the Rajah of, 22d August, 1818,	220
Agreement of peace and friendship with Sultan Ibrahim Shah, 20th	
August, 1825,	221
<i>Siack</i> .—Treaty of Commercial Alliance with the King of, 31st August, 1818,	222
Engagement with ditto, 26th March, 1823,	223
Schedule of Import and Export Duties	224
<i>Dutch</i> .—Treaty with the King of the Netherlands, 17th March, 1824,	225
TONK.—Treaty with Nawab Umeer Khan, 9th November, 1817,	422

BENGAL.

BENGAL.

IN A.D. 1601, Queen Elizabeth granted a Charter to a Company of Merchants to trade to the East Indies. They commenced their Commercial operations at Surat; but soon extended them to Agra, and, in 1620, they sent two factors to Patna, whence goods were despatched by water to Agra, and thence by land to Surat. This route proved too expensive, and was abandoned.

Shortly afterwards, the English extended their commerce to Bengal; and in 1634, they obtained an Imperial Firman, to trade with Bengal by Sea, and to establish a Factory at Piply. This Firman was obtained through the disinterestedness of Dr. Boughton.

While the Emperor Shah Jahan was in the Deccan, his favourite daughter was, through some accident, dangerously burnt. An express was despatched to Surat, for an English Doctor. Dr. Boughton was sent, and happily cured the Princess. The Emperor asked the Doctor to name his own reward, upon which he solicited permission for the English to trade in Bengal, free of duty, and to establish Factories in that country. The request was readily complied with, and Dr. Boughton was sent to Bengal with the Imperial Firman to that effect.

About 1639 Dr. Boughton obtained from the Governor of Bengal, Sultan Soojah, in return for medical aid rendered to his family, permission for the Company to establish Factories at Balasore and Hooghly, as well as at Piply. In 1652, the same Prince granted the English permission to trade throughout the Province of Bengal, on an annual payment of 3,000 Rupees.

During the first Government of Shaista Khan, the English were allowed to take their Ships up to Hooghly, having previously been obliged to anchor them near the mouth of the river; and in 1668, the Court of Directors ordered Pilots to be entertained for the conduct of their Vessels up the river; and thus originated the present Pilot establishment. When Shaista Khan left Bengal, on the termination of his first Administration, he was accompanied to Delhi by an English Envoy to the Emperor. The object of the mission was to obtain a perpetual Firman for the Company's trade, so as to avoid the necessity of purchasing a fresh one on the appointment of every new Viceroy. The perpetual Firman was obtained on the payment of an annual Peshcush of 3,000 Rupees.

In 1681 the factories in Bengal were made independent of the Madras authorities.

During Shaista Khan's second Government of Bengal, a suspicion that their Agent had instigated an insurrection which took place at Patna, rendered him extremely hostile to the English. He subjected their merchandize to a duty of $3\frac{1}{4}$ per cent., and his officers, taking advantage of their master's adverse disposition towards the English, arbitrarily extorted large sums from the factors. This state of things determined the Company to entertain a Naval and Military force for the protection of their rights and property.

An armament was accordingly despatched from England under Admiral Nicholson. It arrived in the river in October 1686. The Nabob, Shaista Khan, professed a desire to accommodate matters; unfortunately, however, while negotiations were going on with every prospect of an amicable result, an affray took place in the Hooghly Bazar between some English soldiers and a party of the Nabob's troops. This led to a general fight. The Nabob's forces were defeated, and the town nearly destroyed by the fire from the English ships. Shaista Khan, in revenge, seized the factories at Patna, Malda, and Cossimbazar, and collected all his forces for the purpose of expelling the English from the country.

Mr. Charnock, the Senior British Officer, not considering his position at Hooghly safe, retired with the Company's property to Chuttanatty, where he remained until the following year, 1687. Finding that the Soobadar, although professing a desire for the restoration of friendly relations, was actively making hostile preparations, Mr. Charnock embarked all the English Officers and property and dropped down to the Island of Inglee, which he fortified. This position, however, proved so unhealthy, that it became necessary to think of abandoning it. At this juncture, when the Company's affairs in Bengal seemed almost desperate, formal proposals for an accommodation of all differences were received from the Nabob.

Owing to the hostile proceedings of the Local Rulers in Bengal against the English, the Company's authorities at Surat caused the Pilgrim Ships to Mecca to be intercepted and detained. The religious feelings of Aurungzebe being thus acted upon, he instructed the Soobadar of Bengal to settle the existing disputes with the English. In consequence of the Emperor's mandate an amicable arrangement was effected, and Mr. Charnock returned to Chuttanatty.

Notwithstanding the Emperor's instructions, the Nabob soon reverted to his old course of oppression and extortion. Mr. Charnock had however nearly completed a satisfactory arrangement with him, when the Company's affairs were again completely deranged.

BENGAL.

On hearing of the affair at Hooghly, the Court of Directors sent out Captain Heath with two ships of ■■■. He was instructed to obtain authority for the erection of a Fort and a Mint for the Company in Bengal, or, upon failure in this, to withdraw the Company's servants and establishments altogether. Captain Heath's conduct ■■■ violent and injudicious. He plundered Balasore and the country along the coast. Having thus exasperated the Nabob and being without the means of coercing ■■■ resisting him, Captain Heath removed the Company's servants and property to Madras.

The Pilgrim Ships were again stopped, and Aurungzebe ■■■ again moved by his religious feelings to ■■■ forgive the English their past offences and allow them to settle in Bengal as in times past." On this basis an arrangement ■■■ made with the Governor of Bombay; and Ibrahim Khan, who had succeeded Shaista Khan ■■■ Soobadar, ■■■ instructed to invite the English back ■■■ a promise of all their former privileges. He did so, and Mr. Charnock returned to Chuttanuttty with his establishments on the 24th of August, 1690, from which may be dated the rise of Calcutta.

During an insurrection which occurred in 1695 the English fortified Chuttanuttty, and in 1698 leave ■■■ obtained from the Soobadar to purchase the ground upon which Calcutta now stands.

In 1699 the first Fort William ■■■ completed, and Bengal raised to the dignity of a Presidency. In 1717 the Company obtained an Imperial Confirmation of ■■■ their former Privileges, with the addition of several new ones; and in 1726 a Mayor's Court was established in Calcutta. From this time the Company continued to conduct their commercial affairs with general ■■■ until 1756, when Suraj-ood-Dowla succeeded his grandfather, Ali Verdi, ■■■ Soobadar of Bengal.

In consequence of Governor Drake's refusal to give up ■■■ native, named Kissendas, who had fled with his wealth to Calcutta, Suraj-ood-Dowla determined to expel the English from Bengal. He accordingly attacked and captured Calcutta. On this occasion one hundred and twenty-six Europeans, who fell into the Nabob's hands, ■■■ thrust by his Officers into a confined store-room, since called the "Black Hole," where all perished save only twenty-three.

On hearing of these disasters the Government of Madras sent a Naval and Military force to Bengal, under the command of Admiral Watson and Colonel Clive.

Calcutta was retaken on the 21 of January 1757, and the Town of Hooghly ■■■ captured two days after. Suraj-ood-Dowla marched with all his forces towards Calcutta to oppose the English; but was completely routed by Clive between Calcutta and Dum-Dum. Negotiations were then opened, and the following Treaty and Agreements were concluded:

No. I.

TREATY and AGREEMENTS with SERAJAH DOWLA, 1757.

Signed sev ti

Monsoor ul Mulck,
Serajah Dowla Shah
Kuly Khan Behauder,
Hybut Jung, Servant of
King Aalum Geer,
the Invincible.

LIST OF DEMANDS.

Article 1.

That the Company be not molested upon account of such privileges ■■■ have been granted them by the King's Firmaund and Husbulhookums, and the Firmaund and Husbulhookums in full force.

That the villages, which were given to the Company by the Firmaund but detained from them by the Soubah, be likewise allowed them, nor let any impediment or restriction be put upon the Zemindars.

Article 2.

That all goods belonging to the English Company, and having their Dustuck, do pass freely by land or water, in Bengal, Behar, and Orissa, without paying any duties or fees of any kind whatsoever; and that the Zemindars, Chokeydars, Guzerbauns, &c. offer them no kind of molestation upon this account.

Agreed to according to the tenour of the Firman.

It is agreed to.

Article 3.

That restitution be made the Company, of their Factories and settlements at Calcutta, Cossimbazar, Dacca, &c. which have been taken from them.

That all money and effects taken from the English Company, their factors and dependents, at the several settlements and aurungs, be restored in the same condition. That an equivalent in money be given for such goods as are damaged, plundered or lost, which shall be left to the Nabob's justice to determine.

Whatever has been seized by the Government, it is agreed shall be restored.

Article 4.

That the Company be allowed to fortify Calcutta in such manner as they shall esteem proper for their defence, without any hinderance or obstruction.

It is agreed to.

Article 5.

That siccas be coined at Allenagur (Calcutta) in the same manner as at Moorshedabad, and that the money struck in Calcutta be of equal weight and fineness with that of Moorshedabad. There shall be no demand made for a deduction of Batta.

In the presence of God and his Prophet, Bullion, imported by the Company, are signed and sealed by the Company.

Article 6.

That these proposals be ratified in the strongest manner, in the presence of God and his Prophet, and signed and sealed to by the Nabob, and some of his principal people.

Article 7.

And Admiral Charles Watson and Colonel Clive promise, in behalf of the English Nation, and of the English Company, that from henceforth all hostilities shall cease in Bengal, and the English will always remain in peace and friendship with the Nabob, as long as these articles are kept in force, and remain unviolated.

On condition that an agreement, under the Company's seal, and signed by the Company's council, and sworn to according to their religion, be sent me, I agree to the articles which I have countersigned.

Aaz ul Mulek
Morad ul Dowla
Nowarish Ally Khan
Behauder, Zahoor Jung,
■ Servant of
King Aalum Geer,
the Invincible.

Meer Jaffier
Khan Behauder,
a Servant of
King Aalum Geer,
the Invincible.

Rajah Dooludram
Behauder,
■ Servant of
King Aalum Geer,
the Invincible.

Witness,
Mohindar Narain Cawgo.

Witness,
Lucy Narain Cawgo.

AGREEMENT of the COMPANY, signed by the GOVERNOR and COMMITTEE, the 9th of February 1757. (19th Jamadee-ul-awul, 1170.)

We, the East India Company, in the presence of his Excellency the Nabob, Moonsoor ul Mulck Serajah Dowla Shah Kufy Khan Behauder, Hybut Jung, Nazim of Bengal, Behar, and Orissa, by the hands and seal of the Council, and by firm agreement and solemn attestation, do declare, that the business of the Company's Factories within the jurisdiction of the Nabob shall go on in its former course: That we will never oppress or do violence to any persons without cause, that we will never offer protection to any persons having accounts with the Government, any of the King's Talookdars or Zemindars, nor murderers nor robbers: That we will never act contrary to the tenour of the articles agreed to by the Nabob: that they will carry on our business as formerly, and will never, in any respect, deviate from this agreement.

No. III.

AGREEMENT of Colonel CLIVE with the NABOB, dated February 12, 1757. (22 Jamadee-ul-awul.)

I, Colonel Clive, Sabut Jung Behauder, Commander of the English land forces in Bengal, do solemnly declare, in the presence of God and our Saviour, that there is peace between the Nabob, Serajah Dowla, and the English. They, the English, will inviolably adhere to the articles of the treaty made with the Nabob: That as long as he shall observe his agreement, the English will always look upon his enemies as their enemies, and whenever called upon will grant him all the assistance in their power.

No. IV.

PERWANNAH for DUSTUCKS, from SERAJAH DOWLA, dated the 9th Rajeb Moon.

The English Company's goods have been carried backward and forward by land and water, always through the provinces of Bengal, Behar and Orissa, by the dustuck and seal of the said Company, by virtue of the King's Firmaund, which is also now confirmed by me. Take care, on no pretence, to interrupt their carrying their goods backwards and forwards through all the chokeys whatsoever, and not to demand any katbarra, manjor, &c. according to the King's Firmaund. Let them pass and repass without receiving a single cowrie from any of their people; and interfere not with the English Company's Gomastahs on any account, but rather take care that through all your districts their business be not obstructed in any way.

Fifteen Perwannahs of the same tenour and date were granted under the seal of the Nabob Serajah Dowla, to the Rajahs and Zemindars.

No. V.

PERWANNAH under the seal of the NABOB MONSOOR UL MULCK SERAJAH DOWLA BEHAUDER, HYBUT JUNG, dated 9th of RAJEB (31st March 1757) in the 3d Year of the glorious Reign Mohunlol.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass with the said Company's dustucks, by land or water, through the provinces of Bengal, Behar, and Orissa, I have, at this time, granted a free currency to, in the same manner and with the same privileges as formerly; it is necessary that your Excellency write to the officers at Dacca, Chittagong, Jugdea, Akbarnagur, Silhet, Rangamatty, Cheetmarre, Moorsheda-bad and Purnea, that they suffer the goods to pass up and down the rivers without any molestation or imposition of Katbarra (a tax laid upon boats) or any other articles forbidden by the royal court; exact the smallest sum from them, nor any ways oppress the Gomastahs or dependents. Let them be punctual in this.

DUSTUCK, under the seal of the NABOB, SERAJAH DOWLA, &c. dated 17 Jem-madee Sauni the 3d Year of the King's glorious Reign. (9th March 1757.)

To all Fouzdars, Zemindars, Chokeydars, and Ovetseers of the way of the Provinces of Bengal, Behar and Orissa.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass through the foregoing provinces, by land and water, with the Company's dustucks, I have at this time granted a free currency to, in the same manner as formerly, and with the confirmation of their former privileges. Let all goods having the English Company's dustuck pass as before up and down the river, without any molestation or imposition of katbarra, or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor oppress the Company's dependents.

In this be punctual, and act conformable to this writing.

No. VII.

PERWANNAH of the NABOB SERAJAH DOWLA to the Honourable COMPANY for Erecting a Mint in Calcutta.

From the date of the first of the moon Shabaun, the four sun siccās are begun to be stamped, and through all the mint houses the new siccās of the four sun are coined. Take care and erect a mint in Calcutta (called Allenagur) and stamp gold and silver rupees out of the bullion and gold, imported by your nation, of the weight of rupees of gold and silver coined at Moorshedabad. Under the name of Allenagur Calcutta shall you coin your money: it shall pass for land revenues, &c. Nobody will ask or set any batta upon them; only take care not to coin the gold and silver of other nations.

In accordance with the right acquired under the above Treaty, &c., the erection of a Mint and the present Fort were immediately commenced upon.

Shortly after the conclusion of the above Treaty, it was discovered that the Nabob was urging the French to make common cause with him against the English, who thus became convinced that they could never enjoy security so long as Suraj-ood-Dowla remained in power.

While the Company's affairs were in this precarious situation, intelligence was received of a combination among the principal officers of Suraj-ood-Dowla, to depose him, and place Meer Jaffier Ali Khan upon the throne. The Bengal Government joined this confederacy, and entered into the following treaty, with Meer Jaffier Ali.

No. VIII.

TREATY with JAFFIER ALLY KHAN.

I swear by God, and the Prophet of God, to abide by the Terms of this Treaty whilst I have life.

Meer Mahomed
Jaffier Khan Behauder,
Servant of
King Aajum Geer.

TREATY made with the ADMIRAL and Colonel CLIVE (Sabut Jung Behauder), Governor DRAKE, and Mr. WATTS.

Article I.

Whatever articles were agreed upon in the time of peace with the Nabob Serajah Dowla Monsoor ul Mulck Shah Kuly Khan Behauder, Hybut Jung, I agree to comply with.

These words were written in his own hand.

Article 2.

The enemies of the English are my enemies, whether they be Indians or Europeans.

Article 3.

All the effects and factories belonging to the French, in the province of Bengal (the Paradise of nations) and Behar and Orissa, shall remain in the possession of the English, nor will I allow them any to settle in the three provinces.

Article 4.

In consideration of the losses which the English Company have sustained by the capture and plunder of Calcutta, by the Nabob, and the charges occasioned by the maintenance of the forces, I will give them of rupees.

Article 5.

For the effects plundered from the English inhabitants of Calcutta, I agree to give fifty lacks of rupees.

Article 6.

For the effects plundered from the Gentoos, Mussulmen, and other subjects of Calcutta, twenty lacks of rupees shall be given.

Article 7.

For the effects plundered from the Armenian inhabitants of Calcutta, I will give the sum of seven lacks of rupees. The distribution of the sums allotted the natives, English inhabitants, Gentoos, and Mussulmen, shall be left to the Admiral, and Colonel Clive (Sabut Jung-Behauder), and the rest of the Council, to be disposed of by them to whom they think proper.

Article 8.

Within the ditch, which surrounds the borders of Calcutta, are tracts of land, belonging to several Zemindars; besides this I will grant the English Company six hundred yards without the ditch.

Article 9.

All the land lying to the South of Calcutta, as far as Culpee, shall be under the Zemindary of the English Company; and all the Officers of those parts shall be under their jurisdiction. The revenues to be paid by them (the Company) in the same with other Zemindars.

Article 10.

Whenever I demand the English assistance, I will be at the charge of the maintenance of them.

Article 11.

I will not erect any fortifications below the Hooghly near the river Ganges.

Article 12.

As soon as I am established in the Government of the three Provinces, the aforesaid sums shall be faithfully paid.

Dated the 15th Ramzan, in the 4th Year of the Reign.

ADDITIONAL ARTICLE.

Article 13.

On condition that Meer Jaffier Khan Behauder shall solemnly ratify, confirm by oath, and execute all the above articles, which the underwritten, in behalf of the Honourable East India Company, do, declaring the Holy Gospels and

before God, that ■ will assist. Meer Jaffier Khan Behauder with all our force, to obtain the Soubahship of the province of Bengal, Behar, and Orissa, and further, that ■ will assist him to the utmost, against all his enemies whatever, as ■ he calls upon ■ for that end; provided that he, ■ his coming to be Nabob, shall fulfil the aforesaid Articles.*

On the 23d June was fought the battle of Plassey, where Suraj-ood-Dowla's power was completely annihilated—Jaffier Ali ■ installed by Colonel Clive, as Soobadar, on which occasion the following agreements were concluded with him.

No. IX.

GENERAL SUNNUD, under the Seal of JAFFIER ALLY KHAN.

To all Governors, Muttaseddees, present and future, all Naibs, Fouzdars, Zemindars, Chowdrahs, Canongoos, &c., Servants of the Government, in the Province of Bengal, Behar, and Orissa. . .

Know that, by the Royal Firmaund and Husbulhookums, the English Company are pardoned (Maaff) exempt from all duties, therefore I write:

That whatever goods the Company's Gomastahs may bring, or carry to, or from, their factories, the aurungs, or other places, by land or by water, with ■ Dustuck from any of the chiefs of their factories, you shall neither ask nor receive any sum, however trifling, for the ■. Know, they have full power to buy and sell; you are by no means to oppose it. You are not to require from the Company's Gomastahs the Settee, Manghans, or any other of the Zemindar's impositions. The Company's Gomastahs shall buy and sell the Company's goods, without the intervention of delolls, unless the Gomastahs are satisfied to employ them. You ■ to assist them on all occasions wherever they buy or sell. Whoever acts contrary to these orders, the English have full power to punish them. If any of the Company's goods are stolen, you are to recover the very effects stolen, or make good their amount. Any merchants or others on whom the Company have any lawful demands, you are to see that the same be paid to their Gomastahs. Take care that no one wrong or oppress the Company's Gomastahs. You are not to require or stop their boats, on pretence of the katbarra, or other duties on boats, whether they be the Company's own boats or boats hired by their Gomastahs. You are to give credit to the copies of all the Sunnuds to the Company, under the Kazzi's seal, without requiring the original. Any of the Company's debtors running from them, you are not to give them protection, or plead for them, but are to deliver them up to the Company's Gomastahs. The Fouzdarrykurch, &c., impositions of the Fouzdars, which ■ forbid by the King, you shall not demand of the English, their Gomastahs, or inhabitants. * Whenever the English Company desire to settle a new factory, besides those they are already possessed of, in the province of Bengal, Behar, and Orissa, you are to give them forty begahs of the King's land. If any of the English ships are driven by bad weather, or wrecked in any of the ports, ■ other places, you ■ to assist them all in your power and see that the goods ■ restored to the Company, and you are not to require the choutarry, &c. which the King has forbid.

A Mint is established in Calcutta; coin siccas and gold mohurs, of equal weight and fineness with the siccas and gold mohurs of Moorshedabad: They shall pass in the King's treasury.

All that I have written must be done; do as I have written, nor ask a new Sunnud every year. The 27th of the moon Shevaul, and 4th of the King's Reign, being the 15th of the month of July, 1757.

No. X.

PERWANNAH from JAFFIER ALLY KHAN, for the Mint.

To the high and mighty, the bold and valiant Commanders, the greatest of Merchants, the English Company, on whom may the King's favour rest for ever.

* The above Article ■ not transmitted from India to the Company, but is to be found in the 12th page of the Appendix to the Dutch Memorial, and as there is no reason to doubt the authenticity of it, it is subjoined to the Treaty with the Nabob Meer Jaffier.

BENGAL:

A Mint has been established in Calcutta; continue coining gold and silver into siccas and mohurs, of the same weight and standard with those of Moorshe-dabad; the impression to be *Calcutta*; they shall pass current in the province of Bengal, Behar and Orissa, and be received into the Cadjanna; there shall be no obstruction or difficulty for kussoor. Under the seal of Fidvir Aalum Geer, Badsha Gauze, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Bahauder, Mahabut Jung. 11th Zeerlaida, 4th of the King's Reign.

No. XI.

PERWANNAH for the Granted Lands.

Seal of the NABOB JAFFIER ALLY KHAN.

1170.
Aalum Geer, Emperor,
fighting for the Faith,
his Devoted
Meer Mahomed Jaffier Ally
Khan Bahauder, Sujah ul
Mulck, Hossam ô Dowla,
Mahabut Jung,
Anno 4.

Ye Zemindars, Chowdrahs, Talookdars, Muccuddems, Recayalis, Morsaw-reans, Mootawettawahs of the Chuckla of Hooghly and others situated in Bengal, the terrestrial paradise: Know, that the Zemindarry, Chowdrahy, and Talookdarry, of the countries in the subjoined list, hath been given by treaty, to the most illustrious and most magnificent the English Company, the glory and ornament of trade: The said Company will be careful to govern according to established custom and usage, without any gradual deviation, and watch for the prosperity of the people. Your duty is to give no cause of complaint to the Recayahs of the Company, who, on their part, are to govern with such kindness, that husbandry may receive a daily encrease, that all disorders may be suppressed, drunkenness and other illicit practices prevented, and the Imperial tributes be sent in due time. Such part of the above-said country may be situated to the west of Calcutta, on the other side of the Ganges, does not appertain to the Company: Know then, ye Zemindars, &c. that ye are dependents of the Company, and that ye must submit to such treatment as they give you, whether good or bad, and this is my express injunction.

Twenty-four Mahals.

The Pergunnah of Mugra

Ditto - - Khasspoor
Ditto - - Mudennutt
Ditto - - Ekktiarpoor
Ditto - - Burjutt
Ditto - - Azimabad
Ditto - - Moodagotcha
Ditto - - Putcha Kollu

Part of the Pergunnah of Shahpoor

Shah Nagur

Part of the Pergunnah of Ghur

The Pergunnah of Karee Jurree

Ditto - - Deccan Saugeer

Part of the Pergunnah of Calcutta

Part of the Pergunnah of Paikan

Part of the Pergunnah of Munpoor

Part of the Pergunnah of Ameerabad

Part of the Pergunnah of Mahomed Aameepoor

Mellung Mahal

The Pergunnah of Hattiagur

Ditto - - Meida

Part of the Pergunnah of Akbarpoor

Part of the Pergunnah of Bellia

Part of the Pergunnah of Bussindarry.

Dated the 5th of Rabbi ul Sauni, anno quarto.

(In the Nabob's own hand, serving by way of sign manual) it is written, Finis.

(In Maha Rajah Doolubrum's own hand, ■ Naib) Seen.

(In Rajah Raage Bullub's own hand, as Hussoor Nevis,) the 5th of Rabbi ul Sauni, anno quarto, registered in the Imperial Register.

(In Rajah Conghu Baharree's own hand, ■ Dewan of Bengal) the 5th of Rabbi ul Sauni, anno quarto, registered in the Dewannee Register.

No. XII.

• PERWANNAH from JAFFIER ALLY KHAN, for the Saltpetre of Behar.

■ At this time, through the means of Colonel

Clive, the Saltpetre lands of the whole province of

On the 2nd of the month of Rajeb, of the 4th year of his Majesty's Reign, a copy was entered in the Dewan's books.

Behar have been granted to the English Company, from the beginning of the Bengal year 1165, in the room of Coja Mahomed Wazeed; you are therefore hereby directed to establish the authority of their Gomastahs, in all the Saltpetre lands of the aforesaid province, to give strict orders to the Saltpetre picars not to sell an ounce of Saltpetre to any other person, and to receive from the Company the stipulated Nuzzurana and money, for the aforesaid lands.

On the last day of the month of Jemmada-ul-Sauni, of the 5th year of his Majesty's Reign, a copy was entered in his Excellency's books.

Approved.

No. XIII.

SUNNUD for the ZEMINDARRY of the HONOURABLE EAST INDIA COMPANY'S Lands, given under the Seal of the NABOB, ALLOW ô DOWLA, (commonly styled the Nabob Meeron) MEER MAHOMED SADDOK KHAN BEHAUDER, ASSUD JUNG, Dewan of the Soubah of Bengal.

To the Muttaseddees, for affairs for the time being and to come, and Chowdrees and Canongoos, and Inhabitants, and Husbandmen of the Kissmut Pergunnah of Calcutta, &c. of the Circar Sautgaum, &c. belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that, in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nizam of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto; the forms of which are herein fully set forth. The office of the Zemindarry of the Pergunnahs above written, in consideration of the ■■■■ of twenty thousand one hundred and one rupees (20,101) Pischcash, &c. to the Imperial Circar, according to the endorsement; from the month Poos (anno 1164) in the year eleven hundred and sixty-four, of the Bengal Era, is conferred upon the noblest of Merchants, the English Company, to the end that they attend to the rites and customs thereof, as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto: That they deliver into the treasury, at proper times, the due reuts of the Circar: That they behave in such manner to the inhabitants and lower sort of people, that, by their good management, the said Pergunnah may flourish and increase: That they suffer no robbers nor house-breakers to remain within their districts, and take such care of the King's highways, that the travellers and passengers may pass and repass without the least molestation: That (which God forbid) if the effects of any person be plundered or stolen, they discover and produce the plunderers and thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment; or else, that they themselves be responsible for the said goods: That they take especial care that no one be guilty of any crimes or drunkenness, within the limits of their Zemindarry: That after the expiration of the year they take ■ discharge, according to custom, and that they deliver the accounts of their

BENGAL.

Zemindarry, agreeable to the stated forms, every year, into the duftercana of the Circar; and that they refrain from demanding the articles forbidden by the Imperial Court (the asylum of the world.)

It is their (the Muttaseddees, &c.) duty to look upon the said Company the established and lawful Zemindars of those places, and whatsoever appertains, or is annexed to that office, as their right; in this particular be they strictly punctual.

Dated the First of Rabbi ul Sauni, in the Fifth sun of the Reign.

Let the endorsement be written.

PARTICULARS OF THE ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam o Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nizam of the Soubah, and the Ferd Hucceekut, and Muchulca, signed conformably thereto; the forms of which are herein fully set forth. The office of the Zemindarry of the Kissmut Pergunnah of Calcutta, &c. of the Circar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, &c. to the Imperial Circar, from the month Poos (anno 1164) in the year one thousand one hundred and sixty-four, of the Bengal Era, is conferred upon the noblest of Merchants the English Company.

27 Mahals.

Deroobust,	Kissmut,
15 Mahals.	12 Mahals.

The amount, according to the account signed by the Canongoos of the Soubah.

Form of the Sign Manual.

Be the Sunnud granted.

Form of the Ferd Sawal.

The Zemindarry of the Kissmut Pergunnah of Calcutta, &c. of the Circar Sautgaum, &c. belonging to the Paradise of Nations, the Soubah of Bengal, having been conferred on the noblest of Merchants, the English Company, the aforesaid Company represent, that the inhabitants will not be satisfied without the grant of a Sunnud, wherefore they desire that the Sunnud may be graciously allowed them, for which they agree to pay the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, &c. to the Imperial Circar.—In this particular what are your commands?

27 Mahals,

Deroobust,	Kissmut,
15 Mahals.	12 Mahals.

The amount, according to the account signed by the Canongoos of the Soubah.

Rupees 2,22,958 10 12 3

N.B.—This is written by the Royroyan.

Kissmut Pergunnah of Calcutta, &c. of the Circar Sautgaum,
in the districts of the Chuckla of Hooghly

26 Mahals,

Deroobust,	Kissmuttea,
15 Mahals.	11 Mahals.

Amount 2,20,166 14 10 1

Kissmut Pergunnah of Calcutta - Circar Sautgaum
Division 16 Annas.

Mahal Kissmuttea.

Amount 28,482 6 13

Belonging to the Company 28,361 8 10 1

Ditto - - - Ramcunt 120 13 2 3

Kissmut Pergunnah of Mugra - Circar Sautgaum

Division 16 Annas

Mahal Kissmuttea

Amount 24,504 13 16 1

Pishcash of the Imperial Circar, &c. 20,101 Rs.
Vizier's Fees, Nuzzurana Sou- Pishcash of the Imperial
Circar, 12,101
bahdarry, 5,000
3,000

On the 15th of Rabbi
ul Sami, 5th Sun,
a copy was entered in
the Dewanee book.
D.

Pergunnah of Khasspoor	- -	Circar Sautgaum	BENGAL.
Division 16 Annas			
Mahal Deroobust			
Amount 3,337 3 2			
Pergunnah of Mudemull	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 22,199 5 5			
Pergunnah of Berryhattee	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 6,149 4 13 3			
Pergunnah of Ekktiarpoor	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 7,923 1 8			
Pergunnah of Deccan Saugur	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 60 7 12 2			
Pergunnah of Shahnagur	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 283 7 14			
Pergunnah of Azimbad	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 10,000			
Pergunnah of Ghur	- -	Circar Saleemabad	
Division 16 Annas			
Mahal Deroobust			
Amount 7,420 9 15			
Pergunnah of Moodagotcha	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 31,793 10			
Pergunnah of Paetcha Kollie	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 3,129 4 15			
Pergunnah of Karee Jurree	- -	Circar ditto	
Division 16 Annas			
Mahal Deroobust			
Amount 562 8			
Kissmut Pergunnah of Manpoor	- -	Circar ditto	
Division 16 Annas			
Mahal Kissmuttea			
Amount 8,947 10 1 1			
Belonging to the Company	8,856 3 1		
Ditto - - Ramcunt	91 9 18		
Kissmut Pergunnah of Paikan	- -	Circar ditto	
Division 12 Annas			
Mahal Kissmuttea			
Amount 6,787 10 6 3			
Kissmut Pergunnah of Ameerabad	- -	Circar ditto	
Adjacent to Chitpoor			
Division 3 Annas			
Mahal Kissmuttea			
Amount 3,650 10 9			
Kissmut Pergunnah of Havelushehr	- -	Circar ditto	
The village of Seenderpoor.			
No Division			
Mahal Kismuttea			

On the 12th Day of Rabbi ul
Sami, a copy was entered in
the books of the Government.
(G. Hazzor, or the Presncc.)
H.

Form of the Ferd Sawal, and particulars of the Mahals have been written above.

Pishcash of the Imperial Circar, &c., 20,101 rupees.

Pishcash of the Nuzsurana, Son-Vizier's Fees, Circar, 12,101 rs. bahdarrv. 5,000 rs. 3,000 m.

27 Mahals

Deroobust,
15 Mahals

Kissmuttea,
12 Mahals

Amount, according to the Account signed by the Canongoos of the Soubah

Rupees 2,22,958 10 2 3

Form of the Sign Manual.

It has been viewed.

Form of the Muchulca, dated the

We, the English Company, do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, &c. of the Circar Sautgaum, &c. belonging to the paradise of nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, &c. to the Imperial Circar, from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Era, has been conferred on us, to the end that we attend to the rites and customs thereof, as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto. That we deliver into the treasury, in the proper times, the due rents of the Circar. That we behave in such manner to the inhabitants and lower sort of people, that by our good management the said Pergunnahs may flourish and increase. That we suffer no robbers nor housebreakers to remain within our districts, and take such care of the King's highways that the travellers and passengers may pass and repass, without fear or molestation. That (which God forbid) if the effects of any person be plundered or stolen, we discover and produce the robbers or thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment, or else that we ourselves be responsible for the said goods. That we take especial care that no one be guilty of any crime or drunkenness within the limits of our Zemindarry. That after the expiration of the year, we take a discharge according to custom, and that we deliver the accounts of our Zemindarry agreeable to the stated forms every year into the duftercana of the Circar, and that we refrain from demanding the articles forbidden by the Imperial Court (the asylum of the world). For this reason we have given this writing as a muchulca and agreement, that upon any occasion recourse may be had thereto.

Particulars of the Mahals have been written in the endorsement.

27 Mahals.

Deroobust, Kissmuttea,
15 Mahals, 12 Mahals,

Amount 2,22,958 10 2 3

Form of the Sign Manual.

It is accepted.

Form of the Tomsook Hazir Zaminee, dated

I, do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, &c., of Circar Sautgaum, &c., belonging to the paradise of nations, the Soubah of Bengal, has been conferred on the noblest of merchants, the English Company; I, being appointed

BENGAL.

the personal security for the said Company, with the Circar, do agree, and give this writing, that the aforesaid Company shall be present and execute the functions of the Zemindarry: If they shall absent themselves, I will make them appear; but if at any time I am not able to make them appear, I will be responsible for their compacts. For this reason, I have given this writing as a Tomsook Hazir Zaminee, that upon any occasion recourse may be had thereto.

Form of the Sign Manual.

Signed.

Form of the Agreement for the Pishcash, &c. to the Imperial Circar.

Account of the agreement for the Pishcash, &c. made for obtaining the grant of the Sunnud for the Zemindarry of the Kissmut Pergunnah of Calcutta, &c. of the Circar Santgaum, &c. in the name of us, the English Company, for the Year 1165 of the Bengal Era.

20,101 Rupees Pishcash
Pishcash of the Imperial Circar, 12,101
Nuzzurrana Soubahdarry, 5,000 Rupees
Vizier's Fees 3,000.
Rupees 2,22,958 10 2 3

No. XIV.

SUNNUD for the Free Tenure of the TOWN of CALCUTTA, &c. to the HONOURABLE EAST INDIA COMPANY, given under the Seal of the NABOB ALLOW O DOWLA MEER MAHOMED SADDOK KHAN BEHAUDER, ASSUD JUNG, Dewan of the Soubah of Bengal.

To the Muttaseddees for affairs for the time being and to come, and Zemindars, and Chowdras and Talookdars, and Canongoos of the Mowza of Govindpoor, &c. in the districts of the Pergunnah of Calcutta, belonging to the paradise of nations, the Soubah of Bengal. Be it known, that in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam O Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the rents of the aforesaid Mowzas, &c. which adjoin to the factory of the most noble of merchants, the English Company; amounting to eight thousand eight hundred and thirty-six rupees and something more, from the 1st of Rabbi ul Sauni, 5th Sun, according to the endorsement, are forgiven; to the end that they provide for the defence of their factory, and the safeguard of the seaports herewith. It is their (the Muttaseddees, &c.) duty to desist from all claims for the rents, nor in any way, nor by any means, oppress or disturb them. In this particular be they punctual.

Dated as above.

† Let the endorsement be written.

Particulars of the Endorsement.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam O Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the rents of the Mowza of Govindpoor, &c. in the districts of the Pergunnah of Calcutta, &c. belonging to the paradise of nations, the Soubah of Bengal, and dependent on the Khalsa Shereefa, and the Jaghire of the Circar which adjoin to the factory of the noblest of merchants, the English Company, amounting to eight thousand eight hundred and thirty-six rupees and something more, from the latter season of Oodaal, in the year eleven hundred and sixty-four (1164) of the Bengal Era, are forgiven the noblest of merchants aforesaid.

Mowzas and Mahals 22½

Mowzas 20½. Mahals (2 Markets) 2.

The amount, according to the Ferd signed by the Canongoos of the Soubah.

Form of the Sign Manual,

Be the Sunnud granted.

■ About the beginning of December, 1758.

† This is written by the Royroyan.

‡ In the original Fesset Kruf.

Form of the Ferd Sawal.

BENGAL

The noblest of merchants, the English Company, represent, that the factory for carrying on their trade in the Pergunnah of Calcutta, lying near the sea, and being liable to continual alarms and interruptions from the enemy, for their defence they have made a tank of water round their factory, and left an esplanade on all sides at the distance of a cannon shot; and that the Mowza of Govindpoor, &c., in the districts of the Pergunnah of Calcutta, &c. of the Circar Sautgaum, belonging to the paradise of nations, the Soubah of Bengal, dependent on the Khalsa Sheeefa and Jaghire of the Circar, adjoin thereto; they request that ■ Sunnud, exempting them from the payment of the rents thereof, be granted them. In this particular what are your commands?

Mowzas 20½. Mahals (2 Markets) 2.

Amounting, according to the account signed by the Canongoos of the Soubah, to Rupees 8,836 4 3 2.

Mowza of the Govindpoor, &c. belonging to the Pergunnah of Calcutta. Mowzas with Kissmutteas 12.

In all 6½ Mowzas.—Amount 2,542 14 2 3.

Kerria Kissmut of Govindpoor

Mowza of 8 annas.—Amount 338 11 16 2 Jaghire.

Kerria Kissmut of Mirzapoor

Mowza of 8 annas.—Amount 131 10 17 3.

Kerria Kissmut of Guhnispoor, in the bounds of Molunga, of the Khalsa

Mowza of 8 annas.—Amount 171 13 19 2.

Kerria Kissmut of Chowrungee of the Jaghire

Mowza of ■ annas.—Amount 44 8 2 2.

Kerria Kissmut of Dhulland

Mowza of 8 annas.—Amount 227 11 12 2.

Kerria Kissmut of Jella Colunda

Mowza of 8 annas.—Amount 266 2 13.

Kerria Kissmut of Dilliah Datghce of the Jaghire.

Mowza of 12 annas.—Amount 582 15 6 3.

Kerria Kissmut of Anhattee of the Jaghire

Mowza of 6 annas.—Amount 184 13 16 1.

Kerria Sulduah of the Jaghire

One Mowza.—Amount 355 13 11.

Kerria Kissmut of Bharee Birjhee

Mowza of 6 annas.—Amount 63 2 4 2.

Kerria Kispoorperra of the Jaghire

One Mowza.—Amount 191 0 5.

Kerria Kissmut of Bharee Serampoor of the Jaghire

Mowza of 4 annas.—Amount 34 5 17 1.

Kissmut Mowza of Dhellunt, &c. belonging to the Pergunnah of Paikan
Twelve Mowzas, including Kissmutteas, in all 6½ Mowzas of the Khalsa.—

Amount 1,894 4 2.

Kerria Kissmut of Dhellunt

Mowza of ■ annas.—Amount 253 10 12 1.

Kerria Kissmut of Soota Loottee

Mowza of 6 annas.—Amount 113 7 1 1.

Kerria Kissmut Govindpoor

Mowza of ■ annas.—Amount 161 3 13.

Kerria Kissmut of Chowrungee

Mowza of 8 annas.—Amount 97 7.

Kerria Kissmut of Mirzapoor

Mowza of ■ annas.—Amount 150 8 8 1.

Kerria Hocul Kooree

One Mowza.—Amount 178 12 1.

Kerria Kissmut of Deecan Paikparra

Mowza of 2 annas.—Amount 15 9 15.

Kerria Kissmut of Dhela Dangee

Mowza of 4 annas.—Amount 156 13 6.

Kerria Kissmut of Anhattee

Mowza of 10 annas.—Amount 218 10 12.

Kerria Kissmut of Jella Colunda

(251.)

C 4

BENGAL.

- Mowza of 3 annas.—Amount 147 2 16 1.
 Kerria Kissmut of Bharee Birjhee
 Mowza of 10 annas.—Amount 227 2 2.
 Kerria Kissmut of Bharee Serampoor
 Mowza of 12 annas.—Amount 123 12 7.
 Mowza of Shimla, &c. belonging to the Pergunnah of Manpoor
 Three Mowzas entire of the Khalsa.—Amount 331 15 11.
 • Kerria Shimla—One Mowza.—Amount 121 15 3 2.
 ■ Kerria Maukhund—One Mowza.—Amount 180 4 13 2.
 Kerria Awdinghu—One Mowza.—Amount 29 11 14.
 Mowza of the Town of Calcutta, &c. belonging to the Pergunnah of Ameerabad.
 Six and half Mowzas and Mahals.—Amount 4,008 10 11.
 Kerria of the * Town of Calcutta
 One Mowza.—Amount 1,376 13 7 2.
 Kerria Kissmut of Soota Lootee
 Mowza of 10 annas.—Amount 1,392 9 14 2.
 Kerria Kissmut of Deccan Paikparra
 Mowza of 14 annas of the Jaghire.—Amount 479 2 2.
 Kerria of Birjhee
 One Mowza of the Jaghire.—Amount 114 7 2 2.
 Kerria of Serampoor
 One Mowza of the Jaghire.—Amount 50 13 152.
 Market of Soota Lootee
 One Mahal of the Khalsa.—Amount 272 2 2.
 Market of Govindpoor
 One Mahal of the Khalsa.—Amount 322 12 5 2.
 Kerria Kissmut of Aboab Fouzdarry of the Town of Calcutta, &c.
 Amount 8 3 18 1.

Form of the Sign Manual.

The Muchulca being taken according to the Form.

Be the Sunnud granted.

Mem. Here follows the Ferd Hucceekut, and also the Muchulca of the Company, which are in the same form as those in the Sunnud foregoing for the Company's Zemindarry.

In 1758, the Shahzada, afterwards Shah Allum, having, in consequence of some dispute with his father, the Emperor Alumgeer the 2nd, fled from Delhi, entered into a league with the Subadars of Oude and Allahabad for the conquest of the lower Provinces. The Prince advanced into Behar with about 40,000 men, and laid siege to Patna.

Meer Jaffier, was greatly alarmed by the Prince's advance, and at his solicitation, Colonel Clive marched with all the force he could muster to the relief of Patna; but ere he reached that place the Shahzada's army had almost entirely dispersed.

On Clive's return, the Nabob Meer Jaffier granted him as a Jagheer, the quit rent, about three lacs per annum, which the Company had agreed to pay for the Zemindarry of Calcutta. For the documents relative to the grant of this Jagheer, *vide* Nos. 25 to 28.

In 1759, a large armament from Batavia unexpectedly made its appearance in the mouth of the river. Jaffier Ali had secretly encouraged the Dutch to send this force. Being afraid of the power of the English, he wished to balance that of the Dutch against it, while the latter were eager to share in the wealth which the former had acquired in Bengal. Colonel Clive, though sensible of the responsibility he would incur by attacking the forces of a friendly power, was satisfied, that if he allowed the Batavian armament to join the garrison at Chinsura, the Nabob would throw himself into the arms of his new allies, and the English ascendancy in Bengal would be exposed to serious danger. To prevent this, he obtained, from the fear of the Nabob, a mandate, directing the newly arrived armament to leave the river. Under the authority of this order and the pretext of enforcing it, Clive caused the Dutch to be attacked both by land and water, and they were completely defeated on both. The following convention was then entered into with the Dutch authorities at Chinsura.

No: XV.

TRANSLATION.

In the name of the Most Holy Trinity.

To all whom these Presents concern, or may in any way interest, be it known.

The most noble and most respectable President and Council of Fort William, and the most noble and respectable Director and Council of Fort Gustavus in

these territories, animated by an ardent desire to remove all the troubles, obstacles, and differences which have been experienced in Bengal, and to re-establish complete tranquillity in their respective settlements, have, with this view, nominated, vested with full powers, and deputed the following gentlemen to Garhety, the place appointed for the conferences :—

On the part of the most noble and most respectable President and Council of Fort William, Messrs. Richard Becher and John Cooke, Counsellors of the Government.

On the part of the most noble and most respectable Director and Council of Fort Gustavus, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the Department of Justice, who discussed the different matters of which the insertion in the present treaty of settlement was considered necessary by their Principals here; and, after mature deliberation, a pacification was agreed upon, the result of which has been an entire cessation of hostilities both by sea and land, according to the terms of the following articles :—

Demands on the part of the English. Replies on the part of the Dutch.

Article 1.

The Director and Council of Chinsura shall afford due satisfaction to the President and Council of Fort William for the insult offered to the British flag by the Commanders of Dutch vessels, and for the detention of several of our ships, which have been seized and stopped down the river, contrary to treaties and the alliance subsisting between the two nations, as well as for other acts of hostility committed by the said vessels.

Article 2.

The Director and Council of Chinsura shall indemnify both the Company and individuals for all losses caused by the Commanders of their vessels, whether by their orders or not, and shall immediately give up all our ships, munitions and effects which may still be in their hands.

Article 1.

The Director and Council of Chinsura state, that as they have always entertained pacific sentiments the troubles which have arisen and affected the good understanding between the two nations cannot but be a source of great pain, and that what has passed respecting the British flag and the insults offered, has taken place without their orders and to their regret.

Those acts may probably have been committed by the people composing the crew under a misconception of orders. With this explanation it is hoped that the Governor and Council will be satisfied.

Article 2.

As Dutch vessels have also suffered great loss and injury, it seems hard to insist upon indemnification, but what there is in effects shall willingly be restored.

The Governor and Council are requested to consider this article in a spirit of equity. In the event of their not desisting, we shall endeavour to satisfy them.

Executed at Garhety, the 1st December, 1759.

(Signed)

RICHD. BECHER.
JOHN COOKE.

(Signed)

JOHN BACHERACHT.
J. C. KIST.

Demands on the part of the Dutch.

Article 1.

That the English shall cause their ally the Nawab to return, or at least to remain quiet in his camp, without doing us any injury, and that the articles of our settlement shall be approved, accepted, and confirmed by the Nawab

(251.)

Replies on the part of the English.

Article 1.

We have already used all our influence with the Nazim and will continue doing so with a view to induce him to withdraw his army, as soon as the gentlemen of the Dutch Government have fulfilled his orders.

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BENGAL.

as ■ principal, in ■■ far as they concern him, ■■ well for the present as for the future.

Article 2.

There shall be a mutual oblivion of all that passed during the prevalence of troubles which have now ceased, as well as ■ perfect assurance of friendship, fidelity, and communication between the two nations through the respectable Chiefs of each, without the toleration of any hostility on either side, under any pretext whatsoever. Each shall do his best to maintain this good understanding and to augment the welfare of both, without directly or indirectly aiding those who may desire to hurt either nation.

Article 3.

As the acts done have not resulted from ■ declaration of war, our troops and seamen cannot be considered as prisoners of war subject to a capitulation, but simply as persons under temporary detention; they should, therefore, be released and allowed to depart with Military honours.

Article 4.

That we shall be left in free, quiet, and undiminished possession of our establishments, commerce, rights, and prerogatives.

Article 5.

That all persons, possessions, establishments, lands, houses, vessels, belonging as well to the Company as to individuals, and all dependent thereon, shall be declared free, and restored in the state in which they were, in presence of the special deputies of the two parties.

Article 6.

The Ratifications shall be exchanged with the approbation of the Directors ■■ the part of the respective Companies, ■■ ■■ ■■ practicable.

Article 7.

Finally, the two parties shall be reciprocally guaranteed in respect to the execution of the foregoing articles.

*Executed at Garhatty,
the 1st of December, 1759.*

(Signed) JOHN BACHERACHT.
J. C. KIST.

The articles agreed upon between the English and the Dutch cannot be intermixed in the treaty which the Government of Hooghly is to conclude with the Nazim as principal.

Article 2.

Approved, so far as this article does not contravene our alliance with the Nazim of the country, and shall be observed while friendship shall subsist between our respective Sovereigns in Europe.

Article 3.

We do not regard the Dutch officers and troops as our prisoners, but as those of the Nazim. We shall, therefore, be prepared to release them as soon ■ the Government of Hooghly shall have brought its negotiations with the Nazim to ■ close, with the exception of such of them as may wish to enter our service, or may apply for the protection of the British flag.

Article 4.

We have never interrupted the Dutch gentlemen in the enjoyment of their just rights or privileges, and have no intention to do so.

Article 5.

All the vessels, barks, &c., in our possession, shall be restored as soon as our demands shall have been complied with, or an assurance given that they shall be, on the part of the Director and Council of Hooghly.

Article 6.

Agreed.

Article 7.

We do not see the necessity of this article.

*Executed at Garhatty,
the 1st of December, 1759.*

(Signed) RICHARD BECHER.
JOHN COOKE.

Agreed and resolved, that the French language, which has been used in some copies of the present treaty, and which it shall become necessary to use hereafter in its execution, shall furnish no ground for any allegation to the prejudice of the respective masters and principals of the two contracting parties, but that matters shall be regulated according to the practice of the principals who are in the habit of despatching and receiving similar treaties and acts in other than the French language.

Any separate articles which may be appended shall have the same force as if they had been inserted in the treaty.

RATIFICATION.

We, the undersigned, accept, by these presents, the foregoing articles of mutual settlement negotiated and adopted for the general pacification of the establishments of our respective masters and principals through our Deputies, namely, on the one part, Messrs. Richard Becher and John Cooke, Counsellors at Fort William, and on the other, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the department of Justice at Fort Gustavus here; and we approve, confirm and ratify the same, in the name, and subject to the approbation of, our respective masters and principals in Europe, promising to cause immediately and faithfully the mutual restitution stipulated in the aforesaid articles, with a view to the removal of the misunderstandings and disorders which have hitherto prevailed, and moreover, to bring the contents of this convention as far as may be necessary, by means of a formal publication, to the knowledge of all those who are dependent on us, in order that the same may in all essential points, be religiously observed, so as to avoid in future whatever may tend to disturb the friendship and good understanding now happily subsisting between our respective establishments.

In witness whereof, we have signed and affixed to these Presents the seals of the two East India Companies, respectively.

Given at Hooghly, the 4th Dec. 1759.

(Signed) A. Bisdome.
 " E. L. Vernet.
 " M. Tsnick.
 " J. L. V. Schevichaven.
 " S. Dehoog.
 " P. W. Falck.

Given at Calcutta the 8th Dec. 1759.

(Signed) Robt. Clive.
 " C. Manningham.
 " W. F. Frankland.
 " J. Z. Holwell.
 " W. Mackett.
 " Thomas Boddan.
 " W. B. Sumner.
 " W. McGuire.

In connection with the above, the Bengal Government guaranteed the subjoined agreement between the Dutch and the Nabob.

No. XVI.

Articles agreed by the undermentioned Deputies, appointed by the Directors and Council for the Dutch East India Company in Bengal, to be performed on the part of the said Company, and conditions granted them in consequence by the Nabob Jaffier Ally Khan Sujah ul Mulck Behauder, Mahabut Jung, the performance of which said articles and conditions is, at the request of both the contracting parties, guaranteed to them respectively by the undersigned President and Council of Fort William.

Article 1.

The Director and Council shall immediately send away from Chinsura and their other factories, all the Europeans they have exceeding the number of one hundred and twenty-five, granted them by treaty; the said may remain on board of their ships at Culpee or Fulta till an opportunity offers of conveying them to Batavia.

Article 2.

That if they have erected any new fortifications or deepened or widened their ditch since the execution of their treaty with the Nabob, they shall be immediately reduced to their former condition.

Article 3.

That if they have augmented their number of guns or their quantity of Military stores beyond what is necessary for the ordinary use of their factory, the overplus shall immediately be sent away, in the same manner as is mentioned in the first article regarding the men.

Article 4.

That they shall never suffer more than one Europe ship at a time to come higher up the river than Culpee, Fulta or Moyapore, without the express leave of the Nabob first obtained.

Article 5.

The said Deputies, on the part of the said Director and Council, do hereby renew, confirm, and ratify all the conditions by them agreed on in the treaty concluded between the English Commissioners, on the part of the said Director and Council, the 3rd of December, 1759, and more expressly and particularly that part which limits their force in Bengal to the number of one hundred and twenty-five Europeans.

Article 6.

The said Director and Council shall now, and at all times when the Nabob may require it, permit an Officer of his, together with an English Officer, to review the men and Military stores in Chinsura and their other factories. Or if any other means can be agreed on between the Governor and Council of Fort William and the Director and Council of Chinsura, whereby the number of the men and the quantity of Military stores may be ascertained, to the satisfaction of the said Governor and Council of Fort William, so as that they may be enabled to answer to the Nabob as guarantees for the security of his country. In such case the Nabob will not insist upon the review.

Article 7.

The Nabob's Duan, Roy Rayen Ameer Ray, on the behalf of the Nabob, solemnly engages to the said Director and Council that, on their complying with the foregoing conditions they shall hereafter be supported in all their rights, liberties, and prerogatives in trade as granted them by the Firmaunds of the Mogul.

Article 8.

That they shall in future be burthened with no new or unusual taxes or contributions whatsoever, and particularly that they shall be freed from the payment of the sum exacted from them for some years past by the Subah of Patna, under the title of Pishcush due for the privilege of the trade of Saltpetre; it not being just that the said Director and Council should continue to pay for a privilege that they do now hold.

Article 9.

That they shall have a free and uninterrupted passage for their ships and vessels in river, with the exception mentioned in the 4th article, as also for their Oxen, Carts, Cooleys, Peons, Cossids, &c. by land, to their usual destined place, with the seal of the Company and that of the Director or Chiefs or other servants properly qualified, without being subject to any impositions from any Fouzdars, Jageerdars, Chowkeydars, Darogahs or other officers of the Government.

Article 10.

That in consequence of the several Firmaunds by them obtained, the Dutch East India Company's trade in the Provinces of Bengal, Behar and Orissa shall be free and uninterrupted in all articles whatsoever, excepting the purchase of Saltpetre, of which the Nabob has granted to the English the exclusive privilege.

Article 11.

That the Nabob will order the account of their coinage in the Mint at Careemabad to be adjusted, and the balance which may appear due to be discharged, and that in future their business in the said Mint shall be carried on without molestation or hindrance, and the net produce be delivered without any detention or unlawful deduction.

Done at Fort William, this 23rd day of August, 1760.

The above mentioned Articles having been duly ratified by the Nabob on one part, and on the other by the Director and Council of Chinsura, are now signed by us, the Governor and Council of Fort William, as guarantees.

Done at Fort William, this 22nd day of September, 1760.

(Signed) HENRY VANSITTART.
 „ JOHN CAILLAUD.
 „ WM. B. SUMNER.
 „ T. T. HOLWELL.
 „ W. MCGUIRE.
 „ J. VERELST.
 „ T. L. SMYTH.
 „ CULLING SMYTH.

In 1760, Meer Jaffier was removed from the Subadarship, on the plea of incompetency, and Meer Cossim Ali Khan was set up in his stead. The subjoined Treaty and Sunnuds were executed by the new Nabob.

No. XVII.

A TREATY between the NABOB MEER MAHOMED COSSIM KHAN and the COMPANY.

Company's
Seal.

Meer Mahomed
Cossim Khan
Behauder's Seal.

Two treaties have been written of the same tenour, and reciprocally exchanged, containing the Articles under mentioned, between Meer Mahomed Cossim Khan Behauder and the *Nabob Shum's ô Dowla, Governor, and the rest of the Council, for the affairs of the English Company; and during the life of Meer Mahomed Cossim Khan Behauder, and the duration of the factories of the English Company in this country, this agreement shall remain in force. God is witness between us that the following articles shall in nowise be infringed by either party.

Article 1.

The Nabob, Meer Mahomed Jaffier Khan Behauder, shall continue in possession of his dignities, and all affairs be transacted in his name, and a suitable income shall be allowed for his expences.

Article 2.

The Nabob of the Soubahdary of Bengal, † Azimabad and Orissa, &c. shall be conferred by his Excellency, the Nabob, — Meer Mahomed Cossim Khan Behauder; he shall be invested with the administration of all affairs of the provinces, and after his Excellency he shall succeed to the Government.

Article 3.

Betwixt us and Meer Mahomed Cossim Khan Behauder, a firm friendship and union is established, his enemies are our enemies, and his friends are our friends.

BENGAL.

Article 4.

The Europeans and Telingas of the English army shall be ready to assist the Nabob, Meer Mahomed Cossim Khan Behauder, in the management of all affairs; and in all affairs dependent on him, they shall exert themselves to the utmost of their abilities.

Article 5.

For all charges of the Company and of the said army, and provisions for the field, &c. the lands of Burdwan, Midnapore, and Chittagong shall be assigned, and Sunnuds for that purpose shall be written and granted. The Company is to stand to all losses and receive all the profits of these three countries; and we will demand no more than the three assignments aforesaid.

Article 6.

One half of the Chunam produced at Sylhet for three years shall be purchased by the Gomastahs of the Company from the people of the Government, at the customary rate of that place. The tenants and inhabitants of those districts shall receive no injury.

Article 7.

The balance of the former tuncaw shall be paid according to the kistbundee agreed upon with the Royroyan. The jewels which have been pledged shall be received back again.

Article 8.

We will not allow the tenants of the Circar to settle in the lands of the English Company, neither shall the tenants of the Company be allowed to settle in the lands of the Circar.

Article 9.

We will give no protection to the dependents of the Circar in the lands, or in the factories of the Company, neither shall any protection be given to the dependents of the Company in the lands of the Circar; and whosoever shall fly to either party for refuge shall be delivered up.

Article 10.

The measures for war and peace with the Shahzada, and raising supplies of money and the concluding both these points, shall be weighed in the scale of reason, and whatever is judged expedient shall be put in execution; and it shall be so contrived by the joint councils, that he be removed from this country, nor suffered to get any footing in it. Whether there be peace with the Shahzada or not, our agreement with Meer Mahomed Cossim Khan Behauder, we will (by the grace of God) inviolably observe, as long as the English Company's factories continue in the country.

Dated the 17th of the month Sophar, in the 1,174th year of the Hegira, or 27th of September 1760.

(Sign Manual of Meer Mahomed Cossim Khan.)

This was sealed on the 18th of the month Sophar, in the eleven hundred and seventy-fourth year of the Hegira, and the proposals agreed to.

No. XVIII.

SUNNUD under the SEAL of the NABOB NASEER UL MULCK, IMTEAZ Ô DOWLA NESSERAT JUNG, MEER MAHOMED COSSIM KHAN BEHAUDER.

To the Zemindars, Canongoos, Talookdars, Tenants, Husbandmen and Chiefs of the villages of the Pergunnah of Burdwan; &c. The Zemindarry of the Rajah Tilluckchund, in the districts of the Soubah of Bengal. Be it known, that whereas divers wicked people have traitorously stretched forth their hands to plunder the subjects, and waste the royal dominions, for this reason the said

On the part of the Nabob.

Article 1.

The treaty which I formerly concluded with the Company upon my accession to the Nizamut, engaging to regard the honour and reputation of the Company, their Governor and Council, as my own, granting Perwannahs for the currency of the Company's business; the same treaty I now confirm and ratify.

Article 2.

I do grant and confirm to the Company, for defraying the expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, which were before ceded for the same purpose.

Article 3.

I do ratify and confirm to the English the privilege granted them by their Firmaund and several Husbulhookums, of carrying on their trade by the means of their own dustuck, free from all duties, taxes, or impositions in all parts of the country, excepting the article of salt, on which a duty of $2\frac{1}{2}$ per cent. is to be levied on the rowana, or Hooghly market price.

Article 4.

I give to the Company half the saltpetre which is produced in the country of Purnea, which their Gomastahs shall send to Calcutta. The other half shall be collected by my Fouzdar, for the use of my offices; and I will suffer no other person to make purchases of this article in that country.

Article 5.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1170, my Fouzdar and the Company's Gomastah shall jointly prepare chunam, of which each shall defray half the expenses, and half the chunam so made shall be given to the Company, and the other half shall be for my use.

Article 6.

I will maintain twelve thousand horse and twelve thousand foot, in the three provinces. If there should be occasion for any more, the number shall be increased, by consent of the Governor and Council, proportionably to the emergency: Besides these, the force of the English Company shall always attend me when they are wanted.

Article 7.

Wherever I shall fix my court, either at Moorshedabad or elsewhere, I will advise the Governor and Council; and what number of English force I may have occasion for in the management of my affairs, I will demand them, and they shall be allowed me, and an English gentleman shall reside with me, to transact all affairs between me and the Company, and a person shall also reside on my part at Calcutta to negotiate with the Governor and Council.

Article 8.

The late Perwannahs issued by Cossim Ally Khan, granting to all merchants the exemption of all duties for the space of two years, shall be reversed and called in, and the duties collected as before.

Article 9.

I will cause the rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad, without any deduction of batta; and whosoever shall demand batta shall be punished.

Article 10.

I will give thirty lacks of rupees to defray all the expences and loss accruing to the Company from the war and stoppage of their investment; And I will reimburse to all private persons the amount of such losses, proved before the Governor and Council, as they may sustain in their trade in the country: If I should not be able to discharge this in ready money I will give assignments of land for the amount.

Article 11.

I will confirm and renew the treaty which I formerly made with the Dutch.

Article 12.

If the French come into the country I will not allow them to erect any fortifications, maintain forces, hold lands, Zemindarries, &c., but they shall pay tribute, and carry on their trade in former times.

Article 13.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Agents and Gomastahs, in the different parts of the country and my officers.

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company, to one part hereof; and the Nabob aforementioned, hath set his hand and seal to another part hereof; which were mutually done and interchanged at Fort William, the 10th day of July, 1763.

(Signed) HENRY VANSITTART.

„ JOHN CARNAC.

„ WILLIAM BILLERS.

„ WARREN HASTINGS.

„ RANDOLPH MARRIOTT.

„ HUGH WAITS.

Demands made on the part of the Nabob Meer Mahomed Jaffier Khan, and agreed to by the Council at the time of signing the Treaty.

Article 1.

I formerly acquainted the Company with the particulars of my own affairs, and received from them repeated letters of encouragement and kindness, with presents; I now make this request, that you will write in a proper manner to the Company, and also to the King of England the particulars of our friendship and union, and procure for me writings and encouragement, that my mind may be assured from that quarter, that no breach may ever happen between me and the English, and that every Governor, Counsellor and Chiefs of the English that are here, or may hereafter come, may be well disposed and attached to me.

Article 2.

Since all the English gentlemen, assured of my friendly disposition to the Company, confirm me in the Nizamut, I request that to whatever I may at any time write, they will give their credit and assent, nor regard the stories of designing men to my prejudice, that all my affairs may go on with success, and no occasion may arise for jealousy or ill-will between us.

Article 3.

Let no protection be given by any of the English gentlemen to any of my dependents, who may fly for shelter to Calcutta or other of your districts, but let them be delivered up to me on demand. I shall strictly enjoin all my Fouzdars and Aumils on all accounts to afford assistance and countenance to such of the Gomastahs of the Company as attend to the lawful trade of their factories; and if any of the said Gomastahs shall act otherwise, let them be checked in such a manner as may be an example to others.

Article 4.

From the neighbourhood of Calcutta to Hooghly and many of their Pergunnahs bordering upon each other, it happens, that, on complaints being made, people go against the talookdars, riots, and tenants of my town, to the prejudice of the business of the Circar; wherefore let strict orders be given that no peons be sent from Calcutta, on the complaints of any one, upon my talookdars or tenants, but on such occasions let application be made to me, or to the naibs of the Fouzdarry of Hooghly, that the country may be subject to loss or de-
(251.)

BENGAL.

tions; and if any of the traders, which belong to the Bucksbunder and Azim-gunge, and have settled in Calcutta should be desirous of returning to Hooghly, and carrying on their business there as formerly, let no one molest them. Chandernagore and the French factory were presented to me by Colonel Clive, and given by me in charge to Ameer Beg Khan; for this reason let strict orders be given that no English gentleman exercise any authority therein, but that it remain as formerly under the jurisdiction of my people.

Article 5.

Whenever I may demand any forces from the Governor and Council for my assistance, let them be immediately sent to me, and no demand made on me for their expenses.

The demands of Nabob Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, written in five articles, We, the President and Council of the English Company, do agree and set our hands to, in Fort William, the 10th of July, 1763.

(Signed) HENRY VANSITTART.
 " WILLIAM BILLERS.
 " JOHN CARTIER.
 " WARREN HASTINGS.
 " RANDOLPH MARRIOTT.
 " HUGH WATTS.

In 1764, Shujah-ul-Dowla again invaded Behar, on pretence of supporting the cause of Cossim Ally; but in reality with a view to his own aggrandizement. He was completely defeated at the battle of Buxar.

In 1765, the Nabob Meer Jaffier Ali died, and was succeeded by his son Nudjum-ul-Dowla, with whom the following engagement was concluded.

No. XXI.

ARTICLES of a TREATY and AGREEMENT, concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB NUDJUM UL DOWLA.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Nudjum ul Dowla, the Soubahdarry of the provinces of Bengal, Behar, and Orissa; and to support him therein with the Company's forces against all his enemies. We will also, at all times, keep up such force as may be necessary, effectually to assist and support him in the defence of the provinces; and as our troops will be more to be depended on than any the Nabob can have, and less expensive to him, he need therefore entertain none but such as are requisite for the support of the Civil officers of his government, and the business of his collections through the different districts.

We do further promise, that, in consideration the Nabob shall continue to assist in defraying the extraordinary expenses of the war now carrying on against Shujah ul Dowla, with five lacks of rupees per month, which was agreed to by his father, that whatever sums may be hereafter received of the King, on account of our assistance afforded him in the war, shall be repaid to the Nabob.

On the part of the Nabob.

In consideration of the assistance the Governor and Council have agreed to afford, in securing to me the succession in the Soubahdarry of Bengal, Behar, and Orissa, heretofore held by my father, the late Nabob Meer Jaffier Ally Khan, and supporting me in it against all my enemies, I do agree and bind myself to the faithful performance of the following Articles:—

Article 1.

The treaty which my father formerly concluded with the Company, upon his first accession to the Nizamut, engaging to regard the honour and reputation of the Company, and of their Governor and Council as his own, and granting perwannahs for the currency of the Company's trade, the same treaty, as far as is consistent with the Articles hereafter agreed to, I do hereby ratify and confirm.

Article 2.

Considering the weighty charge of government, and how essential it is for myself, for the welfare of the country, and for the company's business, that I should have a person who has had experience therein to advise and assist me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the station of Naib Soubah, who shall accordingly have immediately under me the chief management of all affairs: And as Mahomed Reza Khan, the Naib of Dacca, has in every respect my approbation, and that of the Governor and Council, I do further agree that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen; and in case any alteration in this appointment should hereafter appear advisable, that Mahomed Reza Khan, provided he has acquitted himself with fidelity in his administration, shall in such case be reinstated in the Naibship of Dacca, with the same authority as heretofore.

Article 3.

The business of the collection of the revenues shall under the Naib Soubah be divided into two or more branches, as may appear proper; and as I have the fullest dependence and confidence on the attachment of the English and their regard to my interest and dignity, and am desirous of giving them every testimony thereof, I do further consent, that the appointment and dismissal of the Muttaseddees of those branches, and the allotment of their several districts, shall be with the approbation of the Governor and Council; and, considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the servants about them, and how liable to be deceived, it is my further will that the Governor and Council shall be at liberty to object and point out to me, when improper people are entrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations, that my affairs may be conducted with honour, my people everywhere be happy, and their grievances be redressed.

Article 4.

I do confirm to the Company, as a fixed resource, for defraying the ordinary expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, in as full a manner as heretofore ceded by my father. The sum of five lacks of sicca rupees per month for their maintenance was further agreed to be paid by my father; I agree to pay the same out of my treasury, while the exigency for keeping up so large an army continues. When the Company's occasions will admit of a diminution of the expenses they are put to on account of those troops the Governor and Council will then relieve me from such a proportion of this assignment, as the increased expenses incurred by keeping up the whole force necessary for the defence of the provinces will admit of: And as I esteem the Company's troops entirely equal thereto and as my own, I will only maintain such as are immediately necessary for the dignity of my person and government, and the business of my collections throughout the provinces.

Article 5.

I do ratify, and confirm to the English the privilege granted to them by their Firmaund and several Husbulhookums of carrying on their trade by means of their own duff, free from all duties, taxes or impositions, in all parts of the country, excepting in the article of salt, on which a duty of $2\frac{1}{2}$ per cent. is to be levied on the rowana or Hooghly market price.

Article 6.

I give to the Company the liberty of purchasing half the saltpetre produced in the country of Purnea, which their Gomastahs shall send to Calcutta; the other half shall be collected by my Fouzdar for the use of my offices; and I will suffer no other persons to make purchases of this article in that country.

Article 7.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year, 1171, my Fouzdar and a Gomastah, on the part of the Company,

BENGAL.

shall jointly provide chunam, of which each shall defray half the expense, and half the chunam so made shall be given to the Company.

Article 8.

• Although I should occasionally remove to other places in the provinces, I agree that the books of the Circar shall be always kept, and the business conducted at Moorshedabad, and that shall as heretofore be the seat of my government: And wherever I am, I consent that an English gentleman shall reside with me to transact all affairs between me and the Company, and that a person of high rank shall also reside on my part at Calcutta to negotiate with the Governor and Council.

Article 9.

I will cause the rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad, without any deduction of batta; and whosoever shall demand batta shall be punished: The annual loss on coinage, by the fall of batta, on the issuing of the new siccas, is a very heavy grievance to the country; and, after mature consideration I will, in concert with the Governor and Council, pursue whatever may appear the best method for remedying it.

Article 10.

I will allow no Europeans whatever to be entertained in my service, and if there already be any they shall be immediately dismissed.

Article 11.

The kisbundee for payment of the restitution to the sufferers in the late troubles, as executed by my father, I will see faithfully paid. No delays shall be made in this business.

Article 12.

I confirm and will abide by the treaty which my father formerly made with the Dutch.

Article 13.

If the French come into the country I will not allow them to erect any fortifications, maintain forces, or hold lands, zemindarries, &c. but they shall pay tribute, and carry on their trade as in former times.

Article 14.

Some regulations shall be hereafter settled between ■ for deciding all disputes which may arise between the English Gomastahs and my officers, in the different parts of the country.

In testimony whereof, We, the said Governor and Council, have set our hands, and affixed the seal of the Company, to one part hereof; and the Nabob before-named hath set his hand and seal to another part.

(A true copy.)

(Signed)

W. MAJENDIE, Secretary.

MEM. This treaty was executed by the President and Council of Fort William, on the 20th of February 1765, and by the Nabob, on the 25th of the same month.

On the 12th of August the Emperor conferred the Dewanny of Bengal on the Company, and, with reference to this changed state of relations, the following agreement ■ made with the Nabob.

No. XXII.

AGREEMENT between the NABOB NUDJUM-UL-DOWLA and the COMPANY.

The King having been graciously pleased to grant to the English Company the Dewanny of Bengal, Behar, and Orissa, with the revenues thereof, ■ ■ free gift for ever, on certain conditions, whereof one is, that there shall be ■ sufficient allowance out of the said revenues for supporting the expenses of the Nizamut:

BENGAL.

Juggat Seat, shall continue in the same post and with the same authority; and having a perfect confidence in him, I moreover agree to let him have the disbursing of the above sum of 24,07,277 8, for the purposes above mentioned.

This agreement (by the blessing of God), I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

Dated this 19th day of May, in the year of our Lord, 1766.

(Signed) W. B. SUMNER.
 " H. VERELST.
 " RANDOLPH MARRIOTT.
 " H. WATTS.
 " CLAUD RUSSELL.
 " W. ALDERSEY.
 " THOMAS KELSALL.
 " CHARLES FLOYER.

Syef-ul-Dowla died in 1770, and was succeeded by his brother, Mabarek-ul-Dowla with whom the following engagement was made.

No. XXIV..

The
Company's
Seal

(Signed) E. BABER, Secretary.

Articles of a Treaty and Agreement between the Governor and Council of Fort William, on the part of the English East India Company, and the Nabob Mabarek-ul-Dowla, dated 21st March, 1770.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Mabarek-ul-Dowla, the Soubahdarry of the provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

Article 1.

The treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honour and reputation of the Company, and of the Governor and Council as his own, and that entered into with my brothers, the Nabobs Nazim-ul-Dowla and Syef-ul-Dowla, the same treaties, as far as is consistent with the true spirit, intent and meaning thereof, I do hereby ratify and confirm.

Article 2.

The King has been graciously pleased to grant unto the English East India Company, the Dewannyship of Bengal, Behar, and Orissa, as a free gift for ever; and I, having an entire confidence in them and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them, derogating from my honour, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry and promoting my honour and interest and that of the Company, in the best manner, agree that the protecting the provinces of Bengal, Behar and Orissa, and the force sufficient for that purpose, be entirely left to their direction and good management, in consideration of their paying the King, Shah Aalum, by monthly payments, as by treaty agreed on, the sum of rupees two lacks, sixteen thousand, six hundred and sixty-six, ten annas, and nine pice—rupees 2,16,666 10 9; and to me, Mabarek-ul-Dowla, the annual stipend of rupees thirty-one lacks, eighty-one thousand, nine hundred and ninety-one, nine annas, 31,81,991 9, viz. the sum of rupees fifteen lacks, eighty-one thousand nine hundred and ninety-one, nine annas, 15,81,991 9, for my house, servants, and other expenses indispensably

necessary; and the remaining sum of rupees sixteen lacks, rupees 16,00,000, for the support of such sepoy, peons, and bērcundaues, as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

Article 8.

The Nabob Minauh Dowla, who was, at the instance of the Governor and gentlemen of the Council, appointed Naib of the provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubam, and Juggat Seat, shall continue in the same post, and with the same authority; and, having a perfect confidence in him, I moreover agree to let him have the disbursing of the above sum of rupees sixteen lacks, for the purposes above mentioned.

This agreement (by the blessing of God), shall be inviolably observed for ever.

Dated this 21st day of March, in the year of our Lord, 1770.

(Signed) JOHN CARTIER.
 RICHARD BECHER.
 WILLIAM ALDERSEY.
 CLAUD RUSSELL.
 CHARLES FLOYER.
 JOHN REED.
 FRANCIS HARE.
 JOSEPH LEKYLL.
 THOMAS LANE.
 RICHARD BARWELL.

(A true copy.)

(Signed) W. WYNNE, Secretary.

In 1772 the Nabob's yearly allowance was reduced by order of the Court to 16 lacks.

The following are the Sunnuds for Lord Clive's jagheer, referred to in page 23.

No. XXV.

SUNNUD for COLONEL CLIVE'S Munsab.

HIS MAJESTY

On Saturday, the 12th of Rabbi-ul-Sauni, in the fourth of the glorious and happy Reign, and the 1171st year of the Hegira, in the Ressalla of the glory of the nobility, and rank of Ameers, the shrine of grandeur and dignity, instructed both in the ways of devotion and wealth, to whom the true glory of religion and kingdoms is known; the bearer of the lance of fortitude and respect; the embroiderer of the carpet of magnificence and greatness; the support of the empire and its dependencies, to whom it is entrusted to govern and aggrandize the empire; the conductor of victory in the battles fought for the dominion of the world; the distributor of life in the councils of state, to whom the most secret recesses of the mysteries of government are discovered; the master of the arts of penetration and circumspection; the brightness of the mirror of truth and fidelity; the light of the torch of sincerity and integrity; who is admitted to and contributes to the determinations of the royal councils; a participator of the secrets of the penetralia of friendship; who presides equally over the sword and the pen; moderator of the affairs of the earth; chief of the Khans of the most exalted rank; the pillar of the Ameers of the greatest splendour; the trust of the zealous champions of the faith; the glory of heroes in the fields of war, and the administrator of the affairs of the immoveable empire; councillor of enlightened wisdom and exalted dignity; adorned with friendship and honours, endowed with dignity and discretion; pillar of the dominions of Solomon; the distributor of glory; Buxey of the empire; Ameer of Ameers, hero of the empire; tiger of the country; Mahomed Ahmud Khan, the brave; tiger of war; the commander in chief of the forces, glorious by victory; the tiger of Hind, mighty in battle.

On the 25th day of Rabbi-ul-Sauni, it was again carried before the high and sacred presence.

It was presented again.

BENGAL.

And in the time of the Waka Nagarrge of the least of the domestics, of the court of glory and majesty Sooklaal.

This ■■■ written: The command of (above) was passed, that Colonel Clive, ■ European, be favoured with a Munsub of the rank of 6,000, and 5,000 horse, and the title of "Flower of the empire; defender of the country; the brave; firm in war." This was entered the 10th day of Rabbi-ul-Sauni, in the 4th year, according to the original Yaddasht.

Form of the signing.

To the glory of nobility and rank of Ameers, the shrine of grandeur and dignity, instructed, &c. be it entered in the Waka.

According to the account
sent by the Vizier of the
empire, administrator of
all affairs, taken from the
account under
the seal of
Rampursaud,
Vakeel of the
Nazim of
Bengal.

After the manner
of the Waka it is
concluded

6,000 rank.
5,000 horse.

Written on the day above mentioned of the
Sauni moon, of the glorious happy Reign.

The copy of this Sunud ■■■ is en-
tered in the books of the Waka Na-
garree on the 14th of Rabbi ul
Sauni, in the 4th year of his Ma-
jesty's Reign.

Sun 1171. The Servant
of Aalum Geer, the Warlike
King, whose Glory is equal
to that of Jum Shud, mighty in
War, the Flower of the Country,
Chief of the Forces, the Glory of
Victory, the Tiger of Hind,
Mahomed Ahmud Khan,
the brave Tiger of War,
Buxey of the Empire,
Ameer of Ameers,
The Tiger of the
Country.
Sun 4th.

Entered in the Dewan's Of-
fice, on the 25th of Rabbi ul
Sauni, in the 4th year of His
Majesty's Reign.

Sun 1167.
The Slave of
Aalum Geer,
Warlike King,
Sooklaal.
Sun the First.

The Copy of this Sunud
was sent to the office of the
Waka Nagarree, on the 14th
of Rabbi ul Sauni, in the 5th
year of His Majesty's Reign.

The Slave of
Aalum Geer, the
Warlike King, the
Flower of the Country,
Brave in War,
the Glory of Wealth,
Zechara Khan
Behander
4th Sun of Reign.

Entered in the Annals
of the Chancery, ■ the
19th of Rabbi ul Sauni
in the 4th year of His
Majesty's Reign.

PERWANNAH from the NABOB SHUJAH UL MULCK, HOSSAM Ô DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER, MAHABUT JUNG, to the HONOURABLE PRESIDENT and COUNCIL of CALCUTTA.

Be it known to the Council of the noblest of merchants, the English Company, that whereas the glory of the nobility, Zubdut ul Mulck, Nasseer Dowla, Colonel Clive, Sabat Jung Behauder, has been honoured with a Munsub of the rank of six thousand and five thousand horse, from the Imperial Court, and has exerted himself in conjunction with me, with the most steady attachment, and in the most strenuous manner, in the protection of the Imperial territories; in recompence thereof, the Pergunnah of Calcutta, &c. belonging to the Chuckla of Hooghly, &c. of the Circar Sautgaum, &c. dependent on the Khalsa Shereefa and Jaghire, amounting to two hundred and twenty-two thousand nine hundred and fifty-eight sicca rupees, and something more, conferred on the English Company by the Dewanny Sunnud, as their zemindarry, commencing from the month Poos, in the eleven hundred and sixty-fourth year of the Bengal style. From the half of the season Reebee Sooskancel in the 1165th year of the Bengal style, is appointed the jaghire of the glory of the nobility aforesaid: It behoves you to look upon the above person as the lawful jaghirdar of that place, and in the same manner as you formerly delivered in the due rents of the Government, according to the kistbundee, into the treasury of the court and the jaghire, taking a receipt under the seal of the Daroga and Mushruf, and Treasurer; now in the like manner you are regularly to deliver to the aforementioned jaghirdar the rents, according to the stated payments, and receive a receipt from the aforesaid person. Be punctual in the strict execution of this writing.

■ Written the 1st of Zeckaida, 6th sun of the Reign.

(The Nabob's Mark.)

Endorsements.

<p>It has passed. N. B. (the Royroyan's signing.)</p>	<p>D. Copied in the books of the Dewanny, the 1st of the Mohurrun, the 6th year of the Reign. N. B. (Signed by the Dewanny Se- cretary, Peshkar or Accountant.)</p>	<p>H. Entered in the books of Huzzoor, the 1st of Mohurrun, the 6th sun of the Reign. N. B. (Signed by the Nabob's Moon- shee.)</p>
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No. XXVII.

SUNNUD from the NABOB for the reversion in perpetuity of LORD CLIVE's jaghire to the COMPANY.

Be it known to the Counsellors and Chiefs of the English Company, the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Muzarries, and all other inhabitants of Pergunnahs of Calcutta, &c. in the Circar of Sautgaum, &c. in the province of Bengal.

The sum of 2,22,958 sicca rupees and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah-ul-Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the province, has been appointed from the aforesaid Pergunnahs, belonging to the Chuckla of Hooghly, &c. in the Circar of Sautgaum, &c., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut-ul Mulck, Nasseer-ul-Dowla, Lord Clive; Behauder: Now likewise the said Pergunnahs are confirmed, as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May, of the 1764th year of Christ, (answering to the 14th of Zeckaida, of the 1177th year of the Hegira) to the 16th of May of the 1774th year of Christ (answering to the 8th of Rabbi ul Awul, of the 1188th year of the Hegira) being ten years, of which one year is expired, and there are nine to

BENGAL.

come, they shall appertain as an unconditional jaghire, to the high and mighty aforesaid, and after the expiration of this term they shall revert, as an unconditional jaghire and perpetual gift to the Company; and if (which God forbid), the high and mighty aforesaid shall die within this term, they shall revert to the Company immediately upon his death. It is requisite that ye should regard the high and mighty aforesaid, during the afore-mentioned term, and after him the Company aforesaid, ■ unconditional jaghirdars, and regularly pay them the revenues of the aforesaid Pergunnahs.

Written the 23rd of June, 1765, answering to the 3d of Mohurram, of the 1179th year of the Hegira.

(Signed) E. STEPHENSON, *Provisional Sec.*

No. XXVIII.

FIRMAUND from the KING SHAH AALUM, confirming the reversion in perpetuity of LORD CLIVE's jaghire to the COMPANY.

Whereas, a Sunnud has been presented to us, under the seal of the Nabob Nud-jum-ul-Dowla Behauder, to the following purport; viz. "The sum of 2,22,958 sicca rupees, and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah-ul-Mulck, Hossam o Dowla, Meer Mahomed Jaffier Khan Behauder, has been appointed from the Pergunnahs of Calcutta, &c. in the Circar of Sautgaum. &c. in the province of Bengal (the paradise of the earth) the zemindarry of the English Company, as an unconditional jaghire to the high and mighty Zubdut-ul-Mulck, Nasseer-ul-Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed as an unconditional jaghire to the high and mighty aforesaid; from the 16th of May, of the 1764th year of the Christian style (answering to the 14th of Zeckaida, of the 1177th year of the Hegira) to the expiration of ten years, they shall appertain as an unconditional jaghire, to the high and mighty aforesaid; and after the expiration of this term to revert to the Company as an unconditional jaghire; and if the high and mighty aforesaid should die within the said term, they shall revert to the Company immediately upon his death." And whereas, the said Sunnud has met with our approbation at this happy time, therefore our royal Firmaund indispensably requiring obedience, is issued; that, in consideration of the fidelity of the English Company, and the high and mighty aforesaid, the said jaghire stand confirmed agreeably to the aforesaid Sunnud. It is requisite that the present and future Muttaseddees, the Chowdrahs, Canon-goos, Muccuddems, Riotts, Mazarries, and all other inhabitants of the Pergunnahs of Calcutta, &c. in the Circar of Sautgaum, &c. regard the high and mighty aforesaid, during the before-mentioned term, and after him the Company, aforesaid, as unconditional jaghirdars, and regularly pay them the revenues of the said Pergunnahs.

Written the 24th of Sophar, in the 6th year of the Jaloos, the 12th of August, 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that whereas the sum of 2,22,958 sicca rupees and odd has been appointed from the Pergunnahs of Calcutta, &c. in the Circar of Sautgaum, &c. the zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut-ul-Mulck, Nasseer-ul-Dowla, Lord Clive, Behauder, agreeably to the Dewanny Sunnud, and the Sunnud of the Nazim of the province; in consideration therefore of the attachment of the high and mighty aforesaid, we have been graciously pleased to confirm to him the said Pergunnahs, for the space of ten years, commencing from the 16th of May, of the 1764th year of the Christian style, or 14th of Zeckaida, of the 1177th year of the Hegira; and in consideration of the attachment of the English Company, we have granted the said Pergunnahs to them, after the expiration of the aforesaid term as ■ unconditional jaghire and perpetual gift; and if the high and mighty aforesaid should die within this term the said Pergunnahs ■ to revert immediately to the English Company.

Fort William, September 30th, 1765.

(A true copy.)

(Signed) ALEXANDER CAMPBELL, S. S. C

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DELHI.

ON account of some disagreement with his father, the Emperor Alumgir II., the Shahzada, afterwards Shah Alum, withdrew from the Imperial Court into the District of Nujeeb-ul-Dowlah, the Rohilla Chief.

The distracted state of Bengal during the first Government of Meer Jaffier, inspired the Subadar of Allahabad with the hope of conquering the lower provinces. Sooja-ul-Dowlah, the Subadar of Oude, encouraged this design with the double view of extending his own dominions in that direction, and of taking the opportunity of his ally's absence to seize his Province.

At this time the Shahzada was soliciting protection from the Subadars of Oude and Allahabad, and they deemed it politic to place him ostensibly at the head of the enterprize.

Towards the close of 1758 the Shahzada and Koolée Khan, the Subadar of Allahabad, crossed the Caramnassa with 40,000 men and advanced towards Patna. Ramnarain, the Governor of that place, was urged by Jaffier Ally to defend the city against the Shahzada; and Mr. Amyatt, the chief of the factory, was directed by the Council to afford him every assistance in his power, and to encourage him in the defence of the city by an assurance of the speedy arrival of the Company's troops under Colonel Clive.

The Shahzada laid siege to the city on the 23d of March 1759.

During the siege intelligence reached the camp that the Subadar of Oude, who had raised an army under the pretence of aiding the Prince, had treacherously seized the fort and town of Allahabad. Mahomed Kooly Khan returned with all practical expedition for the recovery of his dominions. He was allured into the power of his rival, the Subadar of Oude, and shortly afterwards put to death.

Just as Mahomed Kooly Khan left the Prince, His Highness was joined by Monsieur Law, with a considerable body of men, about 200 of whom were Europeans.

On the night of the 3d of April, a furious attack was made upon the city. The assailants were repulsed and had lodged themselves in the ditch, with the intention of renewing the assault at break of day; but with day-light appeared Ensign Mathews with one thousand sepoys, who had pushed forward by forced marches in advance of the main body of the army. Conceiving that Clive with his whole army was close at hand, the Shahzada broke up his camp and fled with the utmost precipitation.

A few days after Colonel Clive's arrival at Patna, he received a friendly letter from the Vizier of the Empire requesting him to seize the Shahzada and punish those who had assisted him.

The Prince being deserted by nearly all his followers, wrote repeatedly to Colonel Clive offering to throw himself upon his protection, but for fear of giving offence to the Emperor or the Nabob Jaffier Ally, Clive resolved not to receive His Highness. Hearing, however, that he was in great distress, he sent him a present of 500 gold mohurs, and thus enabled him to recross the Caramnassa. After reducing the Rajah of Bhudgepoor and some other refractory chiefs to the Nabob's authority Colonel Clive returned to Calcutta.

In the beginning of 1760 the Shahzada, aided by Soojah-ul-Dowla, Subadar of Oude, again invaded Behar. As he entered the Province he received intelligence of the murder of his father, upon which he assumed the state of Emperor, under the title of Shah Alum, and conferred the dignity of Vizier upon Sooja-ul-Dowla, in whose hands he became a mere cypher.

The King advanced on Patna, which he might have captured had he not wasted his time in ravaging the surrounding country. Colonel Calliaud, who succeeded Clive in the command of the forces in Bengal, and Meerun, the son of Jaffier Ally, proceeded to oppose the invaders. Colonel Calliaud had cautioned Ramnarain not to hazard an engagement with the Emperor until he came up. This advice was disregarded by the Governor, who engaged the enemy and was completely defeated. He then retired into the city, which he held until relieved by the English forces.

On the arrival of Colonel Calliaud and Meerun, the Imperial army was defeated in a battle fought on the 20th of February 1760. The King then resolved to make a rapid march through the hills, elude Colonel Calliaud's army, and take Moorshedabad by surprise. He emerged into the plains above Moorshedabad where he lingered until Calliaud arrived. The English offered battle, but the Emperor fled in panic back to Patna, which he again besieged for nine days, when he was compelled to raise the siege by Captain Knox, who had marched from Burdwan to Patna with a detachment of 200 Europeans and 800 Sepoys in thirteen days. He promptly attacked the King, forced him to raise the siege and withdraw his army.

The Governor of Purneah was marching up the opposite side of the Ganges with an army of 16,000 men to join Shah Alum. Captain Knox crossed the river with his small party; planned a night attack, but lost his way, and on break of day found himself surrounded by the enemy. In this trying position Knox displayed equal skill and bravery, and, after a long and desperate engagement, obtained a most brilliant victory.

It was proposed to depose the Vizier and put the King in possession of the dominions, with the exception of Bulwant Sing's zemindarry (Benares and Ghazeepore) which was to be assigned to the Company. The following are the documents received from the King relative to this proposition.

DELHI.

No. XXIX.

PROPOSALS made by the KING SHAH ALUM, and enclosed in a letter from MAJOR HECTOR MUNRO to the PRESIDENT and COUNCIL at BENGAL, dated from the camp at Benares, the 22nd of November, 1764.

If this country is to be kept, put me in possession of it, and leave a small detachment of the troops with me, to show that I am protected by the English, and they shall be at my expense; that if any enemy come at any time against me I will make such connections in the country that with my own troops and the afore-mentioned small detachment will defend the country, without any further assistance from the English, and I will pay them of the revenues of the country what sum they shall demand yearly. If the English will, contrary to their interest, make peace with the Vizier, I will go to Delhi; for I cannot think of returning again into the hands of a man who has used me so ill: I have no friends I depend on more than the English; their former behaviour to me will make me ever respect and regard them. Now is their time to be in possession of a country abounding with riches and treasure; I shall be satisfied with whatever share they please of it. The Rohillas were always enemies to the imperious Vizier. They are all my friends.

No. XXX.

ARTICLES to be executed by the KING, enclosed in a letter from the PRESIDENT and COUNCIL at BENGAL to MAJOR HECTOR MUNRO, Commander-in-Chief of the ARMY, sent the 6th of December, 1764.

In consideration of the assistance and fidelity of the English Company, which has freed us from the inconveniences we laboured under, and strengthened the foundations of the empire which God has given us, we have been graciously pleased to grant to the English Company our royal favours, according to the following articles, which shall remain firm both in present and in future.

As the English Company have been put to great expense, and their affairs exposed to danger by the war which the Nabob Shujah-ul-Dowla unjustly and contrary to our royal pleasure, waged against them, we have therefore assigned to them the country of Gauzepore, and the rest of the zemindarry of Bulwant Sing, belonging to the Nizamut of the Nabob Shujah-ul-Dowla; and the regulation and government thereof we have given to their disposal, in the same manner as it was in the Nabob Shujah-ul-Dowla's. The aforesaid Rajah having settled terms with the chiefs of the English Company, is, according thereto, to pay the revenues to the Company; and the amount shall not belong to the books of the royal revenue, but shall be expunged from them.

The army of the English Company having joined our standard, shall put us in possession of Illiabad, and the rest of the countries belonging to the Nizamut of the Nabob Shujah-ul-Dowla; and the revenues, excepting those of Rajah Bulwant's zemindarry, shall be in our entire management and disposal.

As the English Company will be at a further expense in putting us in possession of Illiabad, and the rest of the Nizamut of the Nabob Shujah-ul-Dowla, we will therefore, as we get possession, grant to them out of our treasury such proportion of the revenues as the exigencies of our affairs will admit of; and when we are put in full possession we will re-imburse the whole expenses of the Company in this business from the time of their joining our royal standard.

No. XXXI.

FIRMAUND executed by the KING.

As the English Company have been put to great expense, and their affairs exposed to danger by the war which the Nabob Shujah-ul-Dowla unjustly and

DELHI.

contrary to our royal pleasure waged against them, we have therefore assigned to them the country of Gauzepore and the rest of the zemindarry of Rajah Bulwant Sing, belonging to the Nizamut of the Nabob Shujah-ul-Dowla; and the regulation and government thereof we have given to their disposal, in the same manner as it was in the Nabob Shujah-ul-Dowla's. The aforesaid Rajah having settled terms with the chiefs of the English Company, is, according thereto, to pay the revenues to the Company.

The army of the English Company having joined our standard, shall put us in possession of Illiabad, and the rest of the countries belonging to the Nizamut of the Nabob Shujah-ul-Dowla, and the revenues, excepting those of Rajah Bulwant's zemindarry, shall be in our entire management and disposal.

It becomes the Company to show their grateful sense of our royal favours, and to exert themselves to the utmost in the proper management and regulation of the country; to encourage and befriend our subjects; to punish the contentious and expel the rebellious from their territories. They must use their best endeavours to promote the welfare of our people, the riots and other inhabitants; to prohibit the use of things of an intoxicating nature, and such as are forbidden by the law of God; in driving out enemies; in deciding causes; and settling matters agreeably to the rules of Mahomed and the law of the Empire, so that the inhabitants may apply themselves, with peace of mind and satisfaction, to the cultivation of the country, and the exercise of other their professions, and that the weak may not labour under oppression and violence. They will consider these as our strict injunctions.

Written on the 4th day of Rajeb, the 6th year of the Reign, 29th December, 1764.

Next year the Vizier being reduced to the last straits, surrendered to Major Carnac upon whom the command of the army had again devolved. Lord Clive, then just returned from England, proceeded to Allahabad for the purpose of adjusting the British relations with the King as well as the Vizier.

On this occasion His Majesty granted the following Firmaunds:

. No. XXXII.

FIRMAUND from the KING SHAH AALUM, granting the Dewanny of BENGAL, BEHAR and ORISSA, to the COMPANY, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued, that whereas, in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, we have granted them the Dewanny of the provinces of Bengal, Behar and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person, and with an exemption from the payment of the customs of the Dewanny, which used to be paid by the court. It is requisite that the said Company engage to be security for the sum of twenty six lacks of rupees a year, for our royal revenue, which sum has been appointed from the Nabob Nudjum-ul-Dowla Behauder, and regularly remit the same to the royal Circar; and in this case, as the said Company are obliged to keep up a large army for the protection of the provinces of Bengal, &c. we have granted to them whatsoever may remain out of the revenues of the said provinces, after remitting the sum of twenty-six lacks of rupees to the royal Circar, and providing for the expenses of the Nizamut. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs high in rank, the great officers, the Muttasedees of the Dewanny, the managers of the business of the Sultanut, the jaghir-dars and croories, as well the future as the present, using their constant endeavours for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be assured from dismissal or removal, they must on no account whatsoever give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the

Dewanny and royal demands. Knowing our orders on the subject to be most strict and positive, let them not deviate therefrom.

DELHI.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August, 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that, in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, we have granted them the Dewanny of the provinces of Bengal, Behar and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as free gift and ultumgau, without the association of any other person, and with an exemption from the customs of the Dewanny, which used to be paid to the Court, on condition of their being security for the sum of twenty-six lacks of rupees a year, for our royal revenue, which sum has been appointed from the Nabob Nudjum-ul-Dowla, Behauder; and after remitting the royal revenue and providing for the expenses of the Nizamut, whatsoever may remain we have granted to the said Company.

The Dewanny of the province of Bengal.

The Dewanny of the province of Behar.

The Dewanny of the province of Orissa.

No. XXXIII.

FIRMAUND from the KING SHAH AALUM, for the DEWANNY of the Province of BENGAL, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that, in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, we have granted them as a free gift and ultumgau, agreeably to the Zimmun, from the beginning of Rubbi Tuccacooy-ul of the Bengal year 1172, the office of the Dewanny of the Khalsa Shereefa of the province of Bengal (the paradise of the earth) with the conditional jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs high in rank, the great officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the jaghirdars and croories, as well the future as the present, using their constant endeavours for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of Jaloos, the 12th of August, 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, we have granted the office of the Dewanny of the Khalsa Shereefa of the province of Bengal (the paradise of the earth) with the conditional jaghire thereof, as a free gift and ultumgau, to the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, without the association of any other person, from the beginning of the Rubbi Tuccacooy-ul of the Bengal year 1172.

Fort William, September 30th 1765.

(A true copy.)

(Signed)

ALEXANDER CAMPBELL, S.S.C.

FIRMAUND from the KING SHAH AALUM, confirming the Grants of BURDWAN, and the rest of the COMPANY'S possessions in BENGAL to them, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that the Chucklas of Burdwan, Midnapore, and Chittagong, and also the twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company,) which were granted to the said Company in the time of Meer Mahomed Cossim, and Meer Mahomed Jaffier Khan, deceased; we, in consideration of the attachment of the said Company, have been graciously pleased to confirm to them, from the beginning of the Fussul Rubbi of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs high in rank, the great officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the jaghirdars and croories, as well the future as the present, using their constant endeavours for the establishment of this our royal command, leave the said Districts and Pergunnahs in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all manner of customs and demands. Knowing our orders on this subject to be most strict and positive, let them not deviate herefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August, 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that the Chucklas of Burdwan, Midnapore, and Chittagong, and also twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company,) which were granted to the said Company in the time of Meer Mahomed Cossim, and Meer Mahomed Jaffier Khan, deceased, be confirmed to the said Company, as a free gift and ultumgau, without the association of any other person.

Chuckla of Burdwan.
Chuckla of Midnapore.
Chuckla of Chittagong.

The twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company.)

Fort William, 30th September, 1765.

(A true copy.)

(Signed) ALEXANDER CAMPBELL, S.S.C.

ARTICLES of AGREEMENT between the KING SHAH AALUM and the COMPANY.

The Nabob Nudjum-ul-Dowla agrees to pay His Majesty, out of the revenues of Bengal, Behar, and Orissa, the sum of twenty-six lacks of rupees a year, without any deduction for batta on bills of exchange, by regular monthly payments, amounting to rupees 2,16,666 10 9 per month; the first payment to commence from the 1st of September of the present year: and the English Company, in consideration of His Majesty's having been graciously pleased to grant them the Dewanny of Bengal, &c. do engage themselves to be security for the regular payment of the same. It shall be paid month by month, from the factory at Patna to Rajah Shitabroy, or whomsoever His Majesty may think proper to nominate, that it may be forwarded by him to the court. But in case the territories of the aforesaid Nabob should be invaded by any foreign enemy,

■ deduction is then to be made out of the stipulated revenues, proportionable to the damage that may be sustained.

In consideration of Nudjuf Khan's having joined the English forces, and acted in His Majesty's service in the late war, His Majesty will be graciously pleased to allow him the sum of two lacks of rupees a year, to be paid by equal monthly payments: the first payment to commence from the 1st of September of the present year; and in default thereof, the English Company, who are guarantees for the same, will make it good out of the revenues allotted to His Majesty from the territories of Bengal. If the territories of Bengal should at any time be invaded, and on that account a deduction be made out of the royal revenue, in such case a proportionable deduction shall also be made out of Nudjuf Khan's allowance.

Dated the 19th of August, 1765.

Fort William, 30th September, 1765.

(A true copy.)

(Signed) ALEXANDER CAMPBELL, S.S.C.

No. XXXVI.

FIRMAUN from the MOGUL, for the NORTHERN CIRCARS, 1765.

In these happy times our Firmaun, full of splendour and worthy of obedience, is descended, purporting that whereas Salabut Jung Behauder, Subahdar of the Deccan, conferred the Circar of Siccacole, &c. on the French Company, and that, in consequence of its not being confirmed by us, either by Firmaun or otherwise, the high, mighty, glorious chiefs of the Khans, chosen of the Omrahs, seapoy sirdars, truly faithful, worthy of receiving favours and obligations, our invariable and never-failing friends and well-wishers, the English Company, (having sent a large force for that purpose) did expel the French therefrom; we therefore, in consideration of the fidelity and good wishes of the above high, mighty, &c. &c. English Company, have, from our throne, the basis of the world, given them the aforementioned Circars, by way of iniam, or free gift, (without the least participation of any person whatever in the same) from the beginning of the Fussul of Tuccaucooul, in the year of Phasely, 1172, equal to the month of April, 1762; it is incumbent therefore on you, our Sons, Omrahs, Viziers, Governors, Muttaseddees for the affairs of our Dewanship, Mootecophils; for those of our kingdom, jaghiredars and karorees, both now and hereafter, for ever and ever, to use your endeavours in the strengthening and carrying into execution this our most high command, and to cede and give up to the above mentioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circars, and esteeming them likewise free, exempt, and safe from all displacing or removal, by no means whatever, either molest or trouble them on account of the Dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the Moon Sophar, in the sixth year of our Reign, equal to the 12th of August, 1765.

Forms made use of on the back of the Firmaun.

From the Secretary, setting forth that His Majesty had been pleased to sign ■ petition (supposed to be from the Company) of the same date as the Firmaun, directing that whereas Salabut Jung Behauder, Subahdar of the Deccan, conferred the Circar of Siccacole, &c. on the French Company, and that in consequence of its not being confirmed by His Majesty, either by Firmaun or otherwise, the high, mighty, &c. &c. English (having sent ■ large force for that purpose) did expel the said French therefrom; His Majesty therefore, in consideration of the fidelity of the aforesaid English Company, has given them (without the participation of any person whatever in the same) the above-mentioned Circars, by way of iniam, or free gift.

DELHI.

Then follow two orders from the Mogul, the first supposed to be in his own hand, addressed to his son, Mirza Mahomed Akbur Shah Behauder, telling him to comply with the contents of this Firmaun; the other directing, that the English Company be under his son's command, or in his Ressaala.

The whole attested, under Kazzi Inauyet Khan's seal, to be a true copy from the original.

No. XXXVII.

FIRMAUN from the MOGUL, being a confirmation of the NABOB'S GRANTS to the COMPANY in the CARNATIC, 1765.

In these happy times our Firmaun, full of splendour, and worthy of obedience in all, is descended, purporting that whatever formerly has been given by preceding Moguls, or lately by Serajah Dowla Mahomed Ally Khan, from the Circar of the Carnatic, in the parts above Madras, &c. to the high, mighty, &c. English Company: We, in consideration of their great pains and services, have, from our throne, the basis of the world, *conferred upon or confirmed* to them, by way of iniam or free gift, without allowing any person whatever any part or share therein; you, therefore, our Sons, Omrahs, Viziers, Governors, Muttaseddees, for the affairs of the Dewanship, Mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, exert yourselves in the strengthening and carrying into execution this our most high command, and cede and give up to the above-mentioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circar, and esteeming them likewise as entirely exempt, free, and safe from all displacing or removal, by no means whatever molest or trouble them, either on account of the demands of the Dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the Moon Sophar, in the 6th year of our Reign, equal to the 12th of August, 1765.

The forms made use of on the back of this Firmaun, correspond almost entirely with those on the back of that for the Northern Circars. The Kazzi's attestation is also in the same manner.

The Emperor resided at Allahabad until 1771, the Fort being held on his behalf by British troops. In the course of 1770 the Mahrattas overran nearly the whole of the Duab, and threatened to proclaim one of Shah Alum's sons Emperor, on the ground that the Shah was a prisoner in the hands of the English.

This alarmed His Majesty, who, in despite of the earnest remonstrance of Sir Robert Barker, proceeded to Delhi in 1771 and thus placed himself in the hands of the Mahrattas.

It appears, however, that before he left Allahabad he had entered into a secret confederacy with the Vizier and the Mahrattas for the reduction of the Rohillas and partition of their country. He had also given the Vizier or Subadar of Oude, Sunnuas for the Fort of Allahabad, for which the latter gave him 10 lacs of rupees and sent a force of 10,000 men to escort him to Delhi and assist in seating him upon the throne of his ancestors. With advertence to the circumstances under which the Fort of Allahabad had been put into His Majesty's possession he was not considered competent to transfer it to another power, without the concurrence of the Company's Government, but as it had come into the possession of a friendly ally the point was not pressed.

Early in 1773 the Mahrattas extorted from the King a cession of the districts of Corah and Allahabad. As these provinces had been given to His Majesty in maintenance by the Company, he was not considered warranted in transferring them to another power, especially to an enemy of the company. On these grounds it was determined to resist the occupation of these districts by the Mahrattas. The Commander of the Forces was accordingly instructed to include them within the range of his defensive measures, and Mr. Lawrell was deputed to conduct their civil administration on behalf of the Company. Next year the Corah and Allahabad districts were made over to Soojah-ul-Dowlah, the Nabob of Oude, for a payment of 50 lacs of rupees.

Shah Alum continued a mere state prisoner in the hands of the Mahrattas until 1803, when the success of the British under Lord Lake led to his release. A liberal

* The same titles as those mentioned in the Firmaun for the Northern Circars.

provision was assigned for his support and that of the Royal family. This provision was subsequently augmented at different times from 60,000 to 100,000 of rupees per mensem. In 1832 the King was offered a further addition of three lacs to the Royal allowances, but as he objected to the conditions upon which this augmentation was tendered, it had not yet been paid.

Shah Alum died in 1806, and was succeeded by Abkur Shah, who died in 1837, and was succeeded by his son, Behaudur Shah, the present King, who, like his father, is dissatisfied with the treatment he receives from the British government, and seems to cherish pretensions and expectations better suited to the condition of his ancestors in the zenith of their power than to the helpless and abject state from which the British Government raised Shah Alum.

OUDE.

THE Emperor Mahomed Shah appointed Saadat Khan, a native of Khorasan, to the Subadarry of Oude. Saadat Khan was succeeded by his nephew, Sufdar Jung, who died in 1756, and was succeeded by his son, Soojah-ul-Dowlah.

Soojah-ul-Dowlah being ambitious to extend his dominions towards Bengal, formed a league, about the end of 1758, with the eldest son (afterwards Shah Alum) of the Emperor Alumgeer II. and the Subadar of Allahabad, for the conquest of the lower provinces.

The Shahzada and the Subadar of Allahabad advanced into Behar with 40,000 men, and laid siege to Patna. Soojah-ul-Dowlah raised an army on pretence of joining the Prince, but taking advantage of the absence of his colleague, he treacherously seized the Fort and town of Allahabad, and appears to have rendered assistance to the Prince on the occasion of that expedition.

In the early part of 1760 the Shahzada, encouraged by the unpopularity of Jaffier Ali's government, and aided by the Subadar of Oude, invaded Behar a second time. Just as he had entered the province he received intelligence of the death of his father, the Emperor, when he assumed the state and dignity of Emperor, under title of Shah Alum, and Soojah-ul-Dowlah having the Emperor in his power, secured for himself the appointment of Vizier, and hence his being afterwards generally styled the Vizier of Oude.

This expedition, like the former one failed. Shah Alum after sustaining a complete defeat on the 15th January 1761, came into the British camp.

In June following the Shah left Patna with the intention of proceeding to Delhi. He was escorted to the Cawmussa by a detachment of British troops, and received on the opposite side of the river by his Vizier, and thence they proceeded to Lucknow.

It is believed that the Vizier had more at heart to use the royal *prestige* in a fresh invasion of Bengal, than to expose himself to the hazard of endeavouring to place His Majesty on the throne of Delhi. He made no attempt to conduct the Emperor to his capital, and the strong force maintained in Behar rendered his designs in that quarter hopeless.

On the defeat and expulsion of Cossim Ally in 1763, he and the miscreant Sumroo, the executioner of the gentlemen of the English factory at Patna, fled to the Emperor and the Vizier, then encamped at Allahabad with an army intended for the reduction of Bundelcund.

The Vizier, on the plea of espousing the cause of Cossim, marched with the Royal cypher into Behar instead of Bundelcund; Major Carnac checked his advance near Patna; but no decisive action took place during the season for military operations of 1763.

Major Carnac was succeeded in the command by Major Munro, who completely broke the Vizier's force at the battle of Buxar, which took place on the 23d of October 1764. Soon after this battle the Emperor separated from the Vizier and joined the British army, while Soojah-ul-Dowlah recrossed the Ganges into his own dominions.

The Vizier made overtures for peace, of which the surrender of Cossim Ally and Sumroo made an indispensable condition.

To these conditions he would not agree; and the war was, in consequence, vigorously prosecuted.

In the course of the following year, Chunar, Allahabad, and Lucknow were occupied by the British troops, and the Nabob was forced to take refuge among the Rohillas. He obtained the aid of some Mahrattas, but was twice defeated by Major Carnac, who had re-assumed the command of the army. At length he threw himself unconditionally upon the generosity of the British government. The adjustment of terms was reserved for Lord Clive, then just returned from England and about to start for Allahabad; where, on his arrival, the following treaty was concluded on the 16th August 1765:—

TREATY between the NABOB SHUJAH-UL-DOWLA, the NABOB NUDJUM-UL-DOWLA, and the ENGLISH COMPANY, executed at ILLIABAD, the 16th of August, 1765.

(Sealed and approved of by the King.)

Whereas, the Right Honourable Robert Lord Clive, Baron Clive, of Plassey, Knight Companion of the most Honourable Order of the Bath, Major-General and Commander of the Forces, President of the Council, and Governor of Fort William, and of all the settlements belonging to the United Company of Merchants of England trading to the East Indies, in the provinces of Bengal, Behar, and Orissa; and John Carnac, Esq. Brigadier General, Colonel in the service of the said Company, and Commanding Officer of their Forces upon the Bengal establishment; are invested with full and ample powers, on the behalf of His Excellency the Nabob Nudjum-ul-Dowla, Soubahdar of Bengal, Behar and Orissa, and likewise on the behalf of the United Company of Merchants of England trading to the East Indies, to negotiate, settle, and finally to conclude a firm and lasting peace with His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire. Be it known to all those to whom it may or shall in any manner belong, that the above-named Plenipotentiaries have agreed upon the following articles with His Highness.

Article 1.

A perpetual and universal peace, sincere friendship, and firm union shall be established between His Highness Shujah-ul-Dowla and his heirs, on the one part, and His Excellency Nudjum-ul-Dowla, and the English East India Company, on the other; so that the said contracting powers shall give the greatest attention to maintain between themselves their dominions and their subjects this reciprocal friendship, without permitting, on either side, any kind of hostilities to be committed, from henceforth, for any cause, or under any pretence whatsoever; and everything shall be carefully avoided which might hereafter prejudice the union now happily established.

Article 2.

In case the dominions of His Highness Shujah-ul-Dowla shall, at any time hereafter be attacked, His Excellency Nudjum-ul-Dowla, and the English Company shall assist him with a part or the whole of their forces, according to the exigency of his affairs, and so far as may be consistent with their own security: and if the dominions of His Excellency Nudjum-ul-Dowla, or the English Company, shall be attacked, His Highness shall, in like manner assist them with a part or the whole of his forces. In the case of the English Company's forces being employed in His Highness's service, the extraordinary expence of the same is to be defrayed by him.

Article 3.

His Highness solemnly engages never to entertain or receive Cossim Ally Khan, the late Soubahdar of Bengal, &c. Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support, or protection to them. He likewise solemnly engages to deliver up to the English whatever Europeans may in future desert from them into his country.

Article 4.

The King Shah Aglum shall remain in full possession of Cora, and such part of the province of Illiabad as he now possesses, which are ceded to His Majesty, as a royal demesne, for the support of his dignity and expences.

Article 5.

His Highness Shujah-ul-Dowla engages in a most solemn manner, to continue Bulwant Sing in the zemindarries of Benares, Ghazepore, and all those districts he possessed at the time he came over to the late Nabob Jaffier Ally Khan and the English, on condition of his paying the revenue as heretofore.

Article 6. .

OUDE.

In consideration of the great expence incurred by the English Company in carrying on the late war, His Highness agrees to pay them (50) fifty lacks of rupees, in the following manner; viz. (12) twelve lacks in money, and a deposit of jewels to the amount of (8) eight lacks, upon the signing of this treaty (5) five lacks one month after, and the remaining (25) twenty-five lacks by monthly payments, so as that the whole may be discharged in (13) thirteen months from the date hereof.

Article 7.

It being firmly resolved to restore to His Highness the country of Benares, and the other districts now rented by Bulwant Sing, notwithstanding the grant of the same from the King to the English Company, it is therefore agreed that they shall be ceded to His Highness in manner following; viz. they shall remain in the hands of the English Company, with their revenues, till the expiration of the agreement between Bulwant Sing and the Company, being on the 27th of November next; after which His Highness shall enter into possession, the Fort of Chunar excepted, which is not to be evacuated until the 6th Article of this treaty be fully complied with.

Article 8.

His Highness shall allow the English Company to carry on a trade, duty free, throughout the whole of his dominions.

Article 9.

All the relations and subjects of His Highness, who in any manner assisted the English during the course of the late war shall be forgiven, and no ways molested for the same.

Article 10.

As soon as this treaty is executed, the English forces shall be withdrawn from the dominions of His Highness, excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King in the city of Illiabad, if His Majesty should require a force for that purpose.

Article 11.

His Highness the Nabob Shujah-ul-Dowlah, His Excellency the Nabob Nudjum-ul-Dowla, and the English Company, promise to observe sincerely and strictly all the articles contained and settled in the present treaty; and they will not suffer the same to be infringed, directly or indirectly, by their respective subjects: and the said contracting powers, generally and reciprocally, guarantee to each other all the stipulations of the present treaty.

Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting parties, at Illiabad, the 16th day of August, in the year of Our Lord 1765, in the presence of us,

EDMUND MASKELYNE.

CLIVE, L.S.

ARCHIBALD SWINTON.

JOHN CARNAC, L.S.

GEORGE VANSITTART.

SHUJAH UL-DOWLA's Seal.

and Ratification.

MIRZA COSSIM KHAN.
RAJAH SHITABROY.
MEER MUSHALA.

Fort William, September 30th, 1765.

(A true copy.)

(Signed) ALEXANDER CAMPBELL, S. S. C.

About the middle of 1768 reports reached the Government, that the Nabob Vizier was actively engaged in levying troops and making extensive military preparations. His object was to obtain possession of the provinces of Corah and Allahabad. The Council determined to adopt the most decided measures for curbing his ambition, and compelling him to

OUDE.

reduce his military force within a given limit. For the accomplishment of this object a deputation, consisting of three Members of Council, was sent to the Vizier, with whom, after much discussion, the following treaty was concluded :

No. XXIX.

TREATY between the COMPANY and the VIZIER SHUJAH-UL-DOWLA, 1768.

Whereas, unbecoming rumours have been propagated abroad, which tend to the interruption of the firm friendship, union, and confidence formerly established between His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire, on the one part, and the Right Honourable Robert, Lord Clive, and General John Carnac, in behalf of the deceased Nabob Nudjum-ul-Dowla, late Soubahdar of Bengal, Behar, and Orissa, and the English Company, on the other part; Harry Verelst, Esq., President and Governor of Fort William, and the Council thereof, with a view to the removal of all causes of jealousy and disagreement, and the confirmation of a good disposition on both sides, have deputed John Cartier, Colonel Richard Smith, and Claud Russell, three members of the Council from Calcutta, personally to confer with His Highness aforesaid; and whereas, the aforesaid John Cartier, Colonel Richard Smith, and Claud Russell, after effecting an interview with His Highness aforesaid, have reason to be satisfied with his steady attachment to the English, they therefore, on behalf of His Excellency the Nabob Syef-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and the English Company, renew and confirm the former treaty, letter by letter, and article by article; and His Highness the Nabob Shujah-ul-Dowla aforesaid, doth likewise renew and confirm the said treaty; and moreover, out of a pure desire effectually to eradicate all doubts and jealousies, to establish the present harmony on the most durable basis, and to confirm the former treaty, doth consent and agree, that the following words shall be inserted as an explanatory clause in the said treaty. It is by the advice and consent of the President and Council aforesaid, agreed, that His Highness shall not entertain a number of forces exceeding thirty-five thousand men, whether sepoys, cavalry, peons, artillery-men, rocket-men, or troops of any denomination whatever. Of this number ten thousand are to be cavalry, ten battalions of sepoys, including soubahdars, jemadars, havildars, and all ranks of officers, not to exceed ten thousand men: the Nujib regiment, consisting of five thousand men with matchlocks, to remain always on its present establishment; five hundred men for the artillery, and that number never to be exceeded; the remaining nine thousand five hundred men are to be irregulars, neither to be clothed, armed, or disciplined after the manner of the English sepoys of Nujib regiment: and His Highness also engages to arm none of his forces, besides the ten thousand men mentioned in this treaty, after the English manner, nor to train them in the discipline of the English troops. In consideration thereof, the said John Cartier, Colonel Richard Smith, and Claud Russell engage, on behalf of His Excellency the Nabob Syef-ul-Dowla and the English Company aforesaid, that whilst His Highness Shujah-ul-Dowla aforesaid and his successors shall abide by the articles of this treaty, neither the present Council of Fort William, nor any future Council, shall hereafter introduce any new matter relative thereto, besides what has been formerly agreed to, and is now concluded upon, and both parties shall consider this agreement as firm and binding. His Highness aforesaid shall swear upon the Koran; John Cartier, Colonel Richard Smith, and Claud Russell upon the Gospel, never to infringe the minutest part or meaning hereof, and to maintain it themselves, and to transmit it inviolable to their posterity.

(Signed) JOHN CARTIER.
 " RICHARD SMITH.
 " CLAUD RUSSELL.

Signed, sealed and solemnly sworn to, according to their respective faiths, by the contracting parties, at Benares, the 29th day of November, in the year of Our Lord 1768, in the presence of us.

(Signed) GABRIEL HARPER.
 " C. W. BOUGHTON.
 " W. M. COXE.



I promise to disband all the troops which I now entertain, exceeding the number of thirty-five thousand horse and foot, and to comply with all the articles stipulated in the treaty, within the space of three months.

Written the 19th of the month Rajib, the year of the Hegira 1182, which answers to the 29th of November, 1768.

The Emperor having in 1771 proceeded to Delhi, and placed himself in the power of the Mahrattas, became a mere tool in their hands. In 1772 they extorted from him a formal surrender of the provinces of Corah and Currah, which had been assigned a maintenance to His Majesty, under circumstances which gave him no right to resign them into the hands of the Company's enemies. The Council determined therefore to include those provinces within the line of defensive operations, and orders to that effect were issued to Colonel Champion.

The Court of Directors had repeatedly pressed upon the attention of the Indian Government, the importance, in a military point of view, of obtaining possession of the Fortress of Chunar, and directed that no fit opportunity of obtaining that object should be omitted.

In the early part of 1772 the Commander-in-Chief, Sir R. Barker met the Vizier at Fyzabad, to devise measures for the protection of His Highness's interests against the Mahrattas, then threatening Oude through Rohilcund. On this occasion the following agreement was made for the occupation of Chunar by the Company's Troops:

No. XL.

AN AGREEMENT between His Highness the NABOB SHUJAH-UL-DOWLA, Vizier of the Empire, on one part, and Brigadier-General SIR ROBERT BARKER, Commander-in-Chief of the Forces of the United Company of Merchants of England trading to the East Indies, under their Presidency of Bengal, on the part of the said Company, on the other, relative to the forces of the English East India Company possessing the Fort of Chunar Gur, in the zemindarry of the Rajah Cheyt Sing. Be it known to all those to whom it may or shall in any manner belong, that the above mentioned General Sir Robert Barker has agreed upon the following articles with His Highness relative to the said Fort:

FIRST.—The better to enable the East India Company to assist His Highness with their forces for the preservation of his dominions, conformable to a treaty of peace between the Right Honourable Lord Clive and John Carnac, Esq. (on the part of Nudjib-ul-Dowla, Subadar of Bengal, Behar, and Orissa, and likewise on the part of the United Company of Merchants of England trading to the East Indies) and the Nabob Shujah-ul-Dowla, Vizier of the Empire, done at Allahabad, on the 16th day of August, in the year of our Lord one thousand seven hundred and sixty-five, His Highness has delivered up to them the Fort of Chunar Gur, in the zemindarry of Rajah Cheyt Sing to be held by them, and to be garrisoned solely by their troops; as long as it may be necessary for the support of His Highness' interest or the interest of the English East India Company, and for the preservation of the provinces of Bengal, Behar, Orissa.

SECOND.—Upon any occasion where it may be necessary for the English Company to withdraw their forces and evacuate the Fort of Chunar Gur, in that case the Fort shall be delivered to His Highness the Nabob Shujah-ul-Dowla, and in like manner whenever the troops of the English East India Company shall advance on the west side of the river Caramnassa, the said Fort shall at all times be evacuated for them and their sole use and purpose.

THIRD.—Whatever expences shall be incurred by the English East India Company for repairs or additions in the fortifications, or for the erecting or repairing magazines, storehouses, and barracks, such expences shall be reimbursed by His Highness upon the re-delivery of the said Fort to him, but it has been determined the said expences shall not exceed four lacs of rupees, and the accounts to be examined by proper persons for each party.

(Signed) ROBERT BARKER.

Signed and sealed by the contracting parties at the camp at Saundee, this 20th day of March, in the year of Our Lord one thousand seven hundred and seventy-two.

In the presence of us,

(Signed)

GABRIEL HARPER.

JOHN COCKERELL.

WILLIAM DAVY.

OUDE.

When the Emperor of Delhi left Allahabad in 1771 he made over the Fort to the Vizier.

With reference to the threatening attitude of the Mahrattas in 1772, it was deemed of great importance that the Fort of Allahabad should also be held by the Company's troops, and the following agreement was made for that purpose :

No. XLI.

AN AGREEMENT between His Highness the NABOB SHUJAH-UL-DOWLA, Vizier of the Empire, on one part, and Brigadier-General SIR ROBERT BARKER, Commander-in-Chief of the Forces of the United Company of Merchants of England trading to the East Indies, under their Presidency of Bengal, on the part of the said Company, on the other, relative to the Fort of Allahabad. Be it known to all those to whom it may or shall in any manner belong, that General Sir Robert Barker has agreed upon the following articles with His Highness relative to the said Fort.

FIRST.—His Majesty Shah Allum having been pleased to confer on, and make over to the Nabob Shujah-ul-Dowla, Vizier of the Empire, the Fort of Allahabad, whenever His Excellency shall demand the said Fort, at the expiration of ten days after such demand shall be made, the troops of the English East India Company shall evacuate the said Fort and deliver it up to His Excellency.

SECOND.—The troops of the English East India Company shall garrison the Fort of Allahabad in the same manner on the part of the Vizier, as heretofore they held it for the King, until it is demanded by the Nabob Shujah-ul-Dowla, unless the said Company may find it necessary to withdraw their troops and consequently evacuate the said Fort before such a demand may be made. In such case timely notice to be given to His Excellency.

(Signed) * ROBERT BARKER.

Signed and sealed by the contracting parties at the camp at Saundee, this 20th day of March, in the year of Our Lord, one thousand seven hundred and seventy-two.

In the presence of us,

(Signed)

GABRIEL HARPER.

JOHN COCKERELL.

WILLIAM DAVY.

The Vizier, having expressed a desire for an interview with Warren Hastings, the President of the Supreme Council, for the purpose of concerting measures of defence against the Mahrattas and discussing other matters of common interest, especially a revision of existing treaties, Warren Hastings met His Highness at Benares, where the following treaty was concluded :

No. XLII.

TREATY with SHUJAH-UL-DOWLA, 1773.

The Vizier of the Empire, Asuph Jah Shujah-ul-Mulck, the Nabob Shujah-ul-Dowla, Aboo-ul-Munsoor Cawn Behauder, Sifdar Jung, Sippah Salah, on the one part; and Warren Hastings, Esquire, President of the Council, Governor of Fort William, and Commander-in-chief of the Forces of the English Company, in the provinces of Bengal, Behar, and Orissa, for and in the name of the English Company, on the other part; do agree on the following articles :

Article 1.

Whereas, in the treaty concluded at Allahabad, the 16th August, 1765, between the Vizier and the Company, it is expressed that the districts of Corah and Allahabad were given to his Majesty for his expences; and whereas, His Majesty has abandoned the possession of the aforesaid districts, and even given a sunnud for Corah and Currah to the Mahrattas, to the great prejudice of the interests both of the Vizier and of the English Company, and contrary to the meaning of the said treaty, and hath thereby forfeited his right to the said districts, which have reverted to the Company, from whom he received them: it is therefore agreed, that the aforesaid districts shall be put into the possession of the Vizier on the following conditions; and that, in the same manner as the

province of Oude and the other dominions of the Vizier are possessed by him, ■ shall he possess Corah and Currah, and Allahabad, for ever. He shall by no means, and under no pretence, be liable to any obstructions in the aforesaid countries from the Company and the English chiefs; and exclusive of the money now stipulated, no mention or requisition shall by any means, be made to him for any thing else on this account. This agreement shall be observed by all the English chiefs, gentlemen of the Council, and by the Company, nor shall it ever be broken or deviated from.

OUDE.

CONDITIONS, VIZ.

He shall pay to the Company fifty lacks (50,00,000) of sicca rupees, according to the currency of the province of Oude, as follows; viz.

In ready money,	- - - - -	Sicca Rupees 20,00,000
■ In two years after the date hereof, viz. ■		
The first year,	- - - - -	15,00,000
The second year,	- - - - -	15,00,000
		<hr/> 30,00,000
		<hr/> Sicca Rupees 50,00,000

Article 2.

To prevent any disputes arising concerning the payments which shall be made by the Vizier, for the expences of the Company's troops that may march to his assistance :

It is agreed, that the expence of a brigade shall be computed at two lacks ten thousand (2,10,000) sicca rupees per month, according to the currency of the province of Oudè. By a brigade is meant as follows; viz.

- 2 Battalions of Europeans.
- 6 Battalions of Sepoys.
- 1 Company of Artillery.

The expences of the said troops shall be defrayed by the Vizier, from the time that they shall have passed the borders of his dominions till they return within the borders of the province of Behar; and exclusive of the above-mentioned sum, no more shall, on any account, be demanded from him. Should the Company and the English chiefs have occasion to send for the troops of the Vizier, the Company and the English chiefs shall also pay their expences in the like manner.

Signed, sealed and solemnly sworn to by the contracting parties at Benares, this 7th day of September, in the year of Our Lord 1773, in the presence of us.

(Signed) JOHN STEWART.
" WILLIAM REDFEARN.

Soojah-ul-Dowlah died on the 26th January, 1775, and was succeeded by his eldest son, Ausuf-ul-Dowlah, as Nabob Vizier of Oude.

It being the opinion of the majority of the Council that the treaty concluded with his father had ceased at his death; the following new treaty, ceding Benares to the Company, was concluded with Ausuf-ul-Dowlah, the new Vizier:

No. XLIII.

TRANSLATION of the PROPOSED ARTICLES of the TREATY with the NABOB AUSUF-UL-DOWLA, 1775.

The Nabob Ausuf-ul-Dowla, Icajaa Cawn, Behauder, Hozebbus Jung, on the one part, and the Honourable Warren Hastings, Esq., Governor General, and the Members of the Supreme Council of Fort William, for and in the name of the English East India Company, on the other part, agree to the following articles:

Article 1.

That universal peace, firm friendship, and perfect union, shall for ever be established between the Nabob Ausuf-ul-Dowla and the English East India

OUDE.

Company. The contracting powers, with a view of maintaining this reciprocal friendship in the future, shall not for any cause or under any pretence, encourage the ryots and the inhabitants of their Soubahs in committing hostilities and disturbances; and every thing shall be avoided by the said powers which might occasion them. Their friends and enemies are mutual, and any person who shall run away and take refuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him.

Article 2.

The aforesaid Nabob engages never to entertain or receive in his dominions Cossim Alli Cawn, the former Soubahdar of Bengal, and Sumro, the murderer of the English; even in case of his getting them into his hands he will, out of friendship, make them prisoners, and deliver them to the English Company. He also engages not, for any cause or under any pretence, to entertain Europeans of any nation in his service, without the consent of the English Company. That he will prevent, oppose, and send back such as offer to come into, pass through, or remain, or shall be in his dominions, without the perwannah of the English Company. The Europeans of every nation in the service of the said Nabob are hereby dismissed; and now, and in the future, he engages never to entertain the said Europeans, and to deliver up to the English Company such of their servants who have deserted or may desert, in case of his apprehending them.

Article 3.

If the King should write any thing relative to the affairs of the Nabob Ausuf-ul-Dowla to the English sirdars, they will attend to the satisfaction, advantage, and inclination of the said Nabob, and not consent to what the King may say or write. In like manner, if the King should write to the Nabob Ausuf-ul-Dowla relative to the affairs of the English sirdars, he will attend to their satisfaction, advantage, and inclination, and not consent to what he may say or write.

Article 4.

The countries of Corah and Allahabad shall always, and for ever, remain in the possession of the Nabob Ausuf-ul-Dowla, on the same footing as the Subah of Oude; and they shall, on no account, in the future, be disturbed by the English, nor will they ever request ■ dam or derrum, or any thing from the said countries. The English sirdars engage to defend the Subah of Oude at all times, and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

Article 5.

The said Nabob, for the defence of his country, as above specified, declares, that he has given up of his own free will and accord, unto the English Company, all the districts dependent on the Rajah Cheyt Sing, together with the land and water duties, and the sovereignty of the said districts in perpetuity. That the English Company shall, after one month and a half from the date of this treaty, take upon them the sovereignty and possession of the districts under Rajah Cheyt Sing, as hereunder specified; viz.,

Sircar Benares,	The districts of Juanpore.
Sircar Chumah.	Bijehpore Bahdore.
Suktessgur.	Mulboss Kawss.

The Sircar of Gawzypore.

The Pergunnah of Seekundapore, Jeride, Shaay, Abad, Toppa, Surchchur, &c. as formerly; the Mint and Cutwally of Benares.

Article 6.

The Nabob Ausuf-ul-Dowla, for the aid and assistance of the English troops, when stationed with him, shall pay monthly, from the date of this treaty, for the charges of a brigade, the sum of two lacks sixty thousand Oude sicca rupees, of the sixteenth year, agreeable to the present currency. If, in future, this currency should be abolished, the decrease or increase of batta shall be mutually given and received by the parties. The particulars of ■ brigade are, viz. two battalions, or one regiment of Europeans, one company of artillery, and six battalions of sepovs.

The aforesaid Nabob shall, whenever the English troops pass the boundaries of the Company's province, at his request, pay the stipulated sum monthly, from that time until their return to the above said boundaries.

OUDE.

Article 7.

If the aforesaid Nabob shall ever require the aid or assistance of the English Company for the defence of any other of his countries besides those above specified, he will fix something for the Company proportioned to the service.

The English Company and all the English sirdars engage to perform whatever articles are now mutually settled; and in the future, during the life of the Nabob Ausuf-ul-Dowla, they will never vary or depart from them. They will not, in any respect or manner, make request of any thing new or contrary to the tenor of this treaty.

The parties mutually swear, according to their respective faiths, to abide by these engagements. Dated the 20th Rubby-ut-Ewut, 1189 of the Hegira, or the 21st of May 1775.

A true translation.

(Signed) JOHN BRISTOW,

Resident at the Court of the Nabob of Oude.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation, except that the word "Bahdoee" in the list of districts was omitted, which I have inserted.

(Signed) J. H. D'OYLY,
Actg. Pn. Tr.

Translation of Agreement under the Seal of His Excellency the Nabob Ausuf-ul-Dowla.

In case of any persons having any demands, or having received tuncaws on Rajah Cheyt Sing, or on the districts under him, agreeable to my order, such demands or tuncaws do not depend on the said Rajah, or on the said districts, but are due from myself.

The possession and sovereignty, in perpetuity, of the said districts under the said Rajah, without incumbrances, delays, dues, debts, tuncaws, &c. I wholly give up to the English Company at the expiration of one month and a half.

Dated the 20th of Rubby-ut-Ewut, 1189, of the Hegira, or the 21st May, 1775.

A true translation.

(Signed) JOHN BRISTOW,

Resident at the Court of the Nabob of Oude.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

(Signed) J. H. D'OYLY,
Actg. Pn. Tr.

Translation of an Agreement under the seal of His Excellency the Nabob Ausuf-ul-Dowla.

The balance due to the English Company on account of the countries of Corah and Allahabad, Rohilcund, and the tuncaw for the troops, according to the engagements of the late Nabob Shujah-ul-Dowla, shall be paid to them as it becomes due, without any dispute.

Dated the 20th of Rubby-ut-Ewut, 1189 of the Hegira, or the 21st of May, 1775.

A true translation.

(Signed) JOHN BRISTOW,

Resident at the Court of the Nabob of Oude.

OUDE.

Compared with ■ attested copy sent down by Mr. Bristow, and found to be ■ exact translation.

(Signed) J. H. D'O'LY, *Actg. Pn. Tr.*

Considered the proposed articles for ■ treaty of alliance with the Nabob Ausuf-ul-Dowla.

Approved the 1st.	Article.
Ditto the 2nd.	"
Ditto the 3rd.	"
Ditto the 4th.	"
Ditto the 5th.	"
Ditto the 6th.	"
Ditto the 7th.	"

Ordered that the treaty be compared with the Persian copy, and if it be found exact, that two fair copies be engrossed in form, for the seal of the Company and signature of this Board, to be forwarded to Mr. Bristow, that he may obtain the same testimonies on the part of the Nabob, and return one of them.

Approved, the two other engagements taken by Mr. Bristow, from the Nabob.

In 1781 the Vizier expressed a particular desire for an interview with the then Governor-General, Warren Hastings. They accordingly met at Chunar on the 11th September of that year. In the conference which ensued, the Vizier represented to the Governor-General his inability to meet the expence of the Brigade temporarily employed in his territory, and the following agreement was made for its removal:

No. XLIV.

COPY of the AGREEMENT concluded by the GOVERNOR-GENERAL with the VIZIER, on the 19th of September, 1781.

The Nabob Vizier-ul-Mummalic, Asoph-ul-Dowla, Asoph Jah Cawn Behauder having repeatedly and urgently represented that he is unable to support the expences of the temporary brigade, cavalry, and English officers with their battalions, as well as other gentlemen who are now paid by him, under the denomination of Sebundy, &c. &c., and having made sundry requests to that and other purposes; and as the constancy and firmness of his alliance with the Company entitle him to every consideration and relief that may depend upon us, I, Warren Hastings, Governor-General, Imad-ul-Dowla, Jelladit Jung Behauder, &c. &c. on behalf of the Governor-General and Council, have agreed to the undermentioned articles, this 19th day of September, in the year of our Lord, 1781, corresponding to the last Ramzan, 1195 of the Hegira:

Article 1.

That the temporary brigade and three regiments of cavalry be no longer charged to the Nabob's account for the year Fussellee 1189, excepting ■ term for two and a half months, which is required for their passing the Nabob's boundaries; and for which, together with all former allowances and arrears, their usual pay and allowances are to be made good. Also the English officers with their Sebundy battalions, and other gentlemen, excepting the Resident's office, now upon the Nabob's list, be no longer at his charge for the year 1189, the arrears being paid up, with the addition of two months' allowances: the true meaning of this being, that no more troops be paid for by the Nabob than the number of European artillery and sepoy agreed for, under the title of one brigade, with the late Nabob Shujah-ul-Dowla, now paid for at the rate of 2,60,000 rupees per month: to which is now to be added one regiment of sepoy of the present establishment expressly allowed for the purpose of protecting the office, treasury and person of the resident at Lucknow, the pay and allowances of which are to commence from the 1st of August next, at the rate of rupees 25,000 per month. The regiment to be relieved every three months. The brigade to be stationed or moved wherever the Nabob shall direct, in the mode prescribed in the former treaty with the Nabob Vizier deceased. And finally, that whenever the Nabob Vizier shall require a further aid of troops from

the Company, the pay and allowances shall commence from the day of their passing the Caramnassa; also, should the assistance of the Nabob's troops be required by the Company, their pay and allowances, may then be agreed upon, be allowed during the time they may serve.

OUDE.

Article 2.

That as great distress has arisen to the Nabob's government from the military power and dominion of the jaghiredars, he be permitted to resume such as he may find necessary; with a reserve for all such, for the amount of whose jag hire the Company are guarantees, shall, in case of the resumption of their lands, be paid the amount of their net collections, through the Resident, in ready money.

Article 3.

That as Fyzoola Khan has, by his breach of treaty, forfeited the protection of the English Government, and causes, by his continuance in his present independent state, great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by the treaty, after deducting the amount and charges of the troops he stands engaged to furnish by treaty, which amount shall be passed to the account of the Company during the continuance of the present war.

Article 4.

That no English Resident be appointed to Furruckabad, and the present one recalled.

Article 5.

That the treaties made between the English and the Nabob Shujah-ul-Dowla be ratified between the present parties, as far as may be consistent with the above written articles; and that no officers, troops or others, be put upon the Nabob's establishment, exclusive of those herein stipulated.

(Signed) WARREN HASTINGS.  I.S.

(A true copy.)

(Signed) E. HAY,

Sub-Secretary to the Honourable Board.

Copy of the Agreement made by the Vizier with the Governor-General.

Having, on my behalf, agreed to the requisitions of the Nabob Vizier, without diminution or reserve, I must now repeat the request which I before verbally made to him, that he will be pleased to attend to such proposals as I shall have to make to him: and to these I expect his assent the more readily, as they have for their ultimate object his interest alone, that of the Company being no further concerned, than in the influence which they will eventually have in the payment of the debt due from the Nabob to the Company.

I, therefore, recommend to him to reduce the great number of his Sebund and other troops to regular and complete establishments; not to be paid by assignments of revenue, but in money from the treasury, and their number not to exceed the certain means of paying them. But as this may be difficult, without making a separation of the Nabob's public and private funds, I further recommend that he receive into his private purse no more than a fixed monthly sum, for the expences of his person and household; and that the remainder of the net collections be left in a public treasury, under the management of his public ministers and the inspection of the Resident, for the discharge of his military and civil disbursements.

This advice is not meant to affect the assignments annually, and which must be annually renewed, for the payment of the past debt and the current demands of the Company.

OUDE

Signed and sealed by the Nabob, accepting and promising to conform to the above advice.

(A true copy.)

(Signed) E. HAY,

Sub-Secretary to the Honourable Board.

In 1787 the Marquis Cornwallis being anxious to define the political relations between the Company and the Vizier, to fix the subsidy, and to provide more effectually for the external protection of the Oude dominions, opened a negotiation, which terminated in the following treaty:

No. XLV.

TREATY with ASOPH-UL-DOWLA, NABOB of OUDE, 1787.

From Earl Cornwallis to the Vizier, written 15th April 1787.

From the Nabob Vizier to Earl Cornwallis, received 21st July, 1787.

The treaty concluded between the English Company and the Nabob Shujah-ul-Dowla, was founded on considerations of mutual advantage to both parties, and the same principle has continued to operate in confirming and improving the friendship and alliance between the Company and your Excellency. A connexion formed with view to the interests of both Governments ought to be perpetual; for this reason, since my appointment to the control over affairs here, my intentions have been directed towards measures tending to support and strengthen this friendly system.

As I consider the Company's territories and those of your Excellency as the same, the protection of your Excellency's dominions is absolutely necessary, as, from its situation, the boundary of the whole, it is more exposed to foreign attacks. This protection cannot be effected in a proper manner without the assistance of the Company's troops, and I therefore beg leave to represent to your Excellency such circumstances as have, after mature reflection, occurred to me. With respect to the troops stationed at Futty Ghur, which had been withdrawn, as stipulated in the treaty of Chunar of 1781, I advise that they shall not be recalled, but continued. I make this proposal upon conviction that, from the extent of your Excellency's dominions, the English forces now stationed there are requisite for their defence. Although there is no prospect of any attack on your Excellency's territory at present, its security must ultimately depend upon the strength of the force stationed for its protection, and while this is sufficient no one will dare to entertain views of hostility against your Excellency. Although the bravery and discipline of the English troops, on

Your Lordship's friendly letter, every word of which breathes strength of friendship, and every syllable contains performance of the duties of intimacy and close connexion, arrived in a happy hour, and afforded me infinite satisfaction. Its contents are, that it is the intention of the Company, and also your Lordship's firm resolution, that there should be no interference in the detail of my government. That the Resident at Lucknow should receive a positive order, that neither from himself, nor from any other gentlemen, nor from any person concerned with your Lordship's government, should any kind of interference take place. That leaving my administration entirely to myself and my ministers, all interference from others should be stopped; and representing the particulars of every matter which was contained in your Lordship's heart.

The Nabob Hyder Beg Khan has fully explained to me the particulars of your Lordship's kindness and magnanimity which form the ground of your Lordship's settlement of my affairs, and has occasioned me an excess of pleasure and happiness. I who have, day and night, received such happiness from recollection of your Lordship's goodness, now enjoy such pleasure from perceiving your kindness, and am thankful for it that it would require volumes to express a small share only. It is well known that from the life-time of the deceased Nabob until the day of his death, and the commencement of my administration, the friendship with the English gentlemen has been perfect, strong and sincere, and, by the help of Providence, will every day increase.

At this time that so great a chief, possessed of divine wisdom and understanding, is arrived with full power and authority for the arrangement

all occasions, are well known, and have been proved, even when their enemies have been in the proportion of twenty to one, and by the blessing of God they will always triumph over their enemies, yet since at all times chance of war is doubtful, prudence and wisdom require that every possible means should be used to determine it in our favour. Your Excellency must be sensible that there is no comparison between the troops of the Company and those in your Excellency's service, and that without the assistance of the former, your dominions and authority would be insecure. I am convinced that if your Excellency considers these opinions, you will be sensible of the propriety of my proposition, and approve the continuance of troops, whose valour and discipline can be relied on, in preference to those who are unskilful and undisciplined, and I doubt not but your Excellency will agree to the additional expence of effective troops, where the object is the defence of the country: for this reason I do not hesitate to recommend to your Excellency to discharge so much of your own army as will allow for the additional expence attending the continuance of these effective troops. Your Excellency must also be sensible that the sums necessary for the pay of these troops are expended in your dominions.

The sole object of this proposition is to provide, in an effective manner, for the defence of your Excellency's country; and your Excellency must be convinced of the benefits derived from our protection, since, whilst all other parts of Hindostan have been involved in war and exposed to the devastations attending it, your Excellency's dominions have remained in the fullest enjoyment of peace and security. Many other arguments of the greatest weight, might be urged in support of my proposition; but such is my opinion of the force of those I have alleged, that I trust that they will make the same impression on your Excellency, and that there is no necessity to urge others.

It is my firm intention not to embarrass your Excellency with further expence than that incurred by the Company, from their connexion with your Excellency, and for the protection of your country, which, by the accounts, I find amounts to fifty lacks of Fyzabad sixteen sun sicca rupees annually. In this sum are included

of this country, it may be very well conceived, that I understand such an arrival to have happened simply from my own good fortune, and entertain the most perfect confidence that all my affairs will be settled to my own satisfaction. With respect to the continuance of the troops stationed at Futtu Ghur, which your Lordship has written with such greatness and magnanimity, that they may remain, as heretofore, I have perfectly understood; notwithstanding from the great weight of expence which my government has experienced every year from these troops, and the negotiations which have passed with former gentlemen on this subject in particular, and the manner in which this matter was settled, after so much altercation, which doubtless your Lordship is acquainted with, I have every hope, in every situation, for advantage and prosperity from your Lordship and conceive it necessary to represent the particulars of them to you; but having heard of your Lordship's intention to come to this quarter, which is the greatest desire of my heart, and from which I receive the greatest pleasure, I have postponed any mention of these matters until that happy time, and now consider it necessary, first, to procure your Lordship's good will; afterwards, that you will mention, from your great goodness and grandeur, which is universally known and gives satisfaction and ease to my heart, that which will tend to my prosperity and happiness, and meet with your approbation; therefore, with a view to preserve your Lordship's good will and satisfaction, I agree to the continuance of the troops now stationed at Futtu Ghur and Cawnpore, and to their expences, with the stipend of my brother Meer Saadet Alli Khan. Behauder, the tuncaws of the Rohillas, the disbursements of the Residency at Lucknow, and other gentlemen, and the Resident with His Majesty at Scindea, the expences of the dawk, &c. which your Lordship has fixed fifty lacs annually for me to pay. Your Lordship has also said that my expences should not exceed the sum of fifty lacs of rupees, and that nothing further should be demanded of me; and that whenever either of the two brigades or corps of cavalry should be recalled, or any material diminution should take place in those troops, a deduction shall be made, agreeable to estimate, from the sum of fifty lacs. I agree to this, and send the kistbundy;

OUDE.

the allowance to the Nabob Saadet Alli Khan, the stipend of the Rokillas, and the expences of the Residency on the part of this Government; in short, it is my intention, from the date on which this new agreement shall take place, your Excellency shall not be charged with any excess on this sum of fifty lacs of sicca rupees, and that no further demand shall be made.

If your Excellency, hereafter, shall find it necessary to demand any more forces from the Company, your Excellency will pay the excess upon a fair estimate; and if either of the two brigades or corps of cavalry shall be recalled, or any considerable diminution in their force shall take place, I will allow for the decrease of the expence from the sum agreed to by your Excellency, agreeable to a fair calculation. In order that no grounds for a difference in opinion or doubt may remain, as to the real meaning of this article, I think it necessary to inform your Excellency, that whenever there is a necessity for any alteration in the arrangement of these troops, either by increasing or diminishing the cavalry or infantry, this article does not tend to preclude it, provided the whole force shall not be considerably decreased, and that no additional charge be made on your Excellency on account of such alteration.

A Resident, as at present, will remain at your Excellency's court; but as it is the intention of the Company, and my firm resolution that no interference shall take place in the details of the affairs of your Excellency's government, strict orders shall be sent to him that he shall neither interfere himself, nor suffer interference by public or private claims of exemptions of duties, or in any other mode, from any British subject or person, under the authority of this government. In short, leaving the whole management of your country to your Excellency and your ministers, I will put a stop to the interference of others; and in order to carry this effectually into execution, I propose to your Excellency not to suffer any European to reside in your dominions, without my written permission. In case that should be granted, a copy of it shall be transmitted to you.

If any European shall reside there without my permission in writing, your Excellency shall oblige him to quit the country; or, if demanded, send him to the Resident on the part of the Company.

A retrospect into past transactions,

and I am well convinced also, that your Lordship will be kind and favourable towards me, in whatever will tend to my ease and prosperity.

I have not answered every particular of your Lordship's kind letter, because I have heard that your Lordship positively means to come to this quarter, and when we meet every matter will be answered in a most friendly manner. Now, considering acquiescence to your Lordship's orders and preservation of your pleasure as the principle of friendship, I have complied.

Your Lordship writes with respect to Furruckabad, that it shall be and continue as before under me, and that the English Resident there either now or at the end of the year 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor any other be appointed; and you order me to be kind and just towards the rights of the Nabob Mozuffer Jung, and that, in whatever manner it may be necessary to settle and arrange the affairs of that district, I should give a suitable allowance to the Nabob Mozuffer Jung: and as the Nabob's mother and his brother, Dil Dilere Khan, and Roy Deeb Chund, late dewan, have shown their zeal to your Government and to the Company, it is necessary to fix some allowance for them, independent of the Nabob Mozuffer Jung. That it is well known the enmity which the Nabob bears towards them, and that in consequence of the confidence of your Government placed on Dil Dilere Khan, it is much to be feared, that unless he is protected he will experience distress from the enmity of the Nabob Mozuffer Jung; that I therefore cause to be paid to them a proper allowance out of the amount paid to Nabob Mozuffer Jung, through the Resident at Lucknow. In this manner I will act as your Lordship has ordered, and will cause to be paid to the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, and Roy Deeb Chund, allowances through the Resident at Lucknow, and will assist and protect Dil Dilere Khan, the mother, and Roy Deeb Chund. Until the honour of an interview, I hope to be honoured and made happy with friendly letters from your Lordship.

Enclosure.

Kistbundy, or instalment, for the Company's money, on account of the expences of the troops stationed at Cawnpore, Futt Ghur, and Lucknow, the stipend of the Nabob Saadet Ali;

and the friendship so well known to exist between your Excellency and the Company, induce me to state the following circumstance; that, for several years past the inhabitants of your Excellency's dominions, from motives of self-interest, have appealed to this Government, and this has been a source of injury to the affairs of your Government. I am determined to put a stop to this practice and to disregard their applications, but as the connexion between the two Governments is universally known, strict attention to justice on your part will add credit and renown to both.

With respect to Furruckabad, the fourth article of the stipulation of Chunar shall be observed on my part, and the English Resident there, either now or at the end of 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor shall any other be appointed. On this subject, in consequence of the interference hitherto assumed by this Government in the affairs of that province, I think it necessary to inform your Excellency, that it is incumbent on me to recommend several matters to your Excellency's attention. That, in the first instance, you pay due regard to the rights of the Nabob Mozuffer Jung; and under any circumstances that may become necessary for the management of the affairs of Furruckabad, your Excellency shall engage to allot from the revenues a sum sufficient for the honourable maintenance of the Nabob Mozuffer Jung. And as the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, as well as Deeb Chund, late dewan, have given proofs of their attachment to this Government, it is therefore expedient that some provision should be made for them, independent of Mozuffer Jung. It is well known that Mozuffer Jung considers them as inimical to him; and from the trust vested in Dil Dilere Khan by this Government, it is much to be feared, that if left unprotected, he will suffer from the resentment of Mozuffer Jung, I therefore expect that your Excellency will engage to cause specific pensions to be paid to these persons, at the expence of Mozuffer Jung, through the Resident of this Government.

By the accounts subsisting between your Excellency and the Company, a large balance is stated to be due from your Excellency; nevertheless, in conformity to the principles I have so expressly declared, I am not willing to embarrass your Excellency with any

Khan, the Rohillas, the expences of the Resident and other gentlemen at Lucknow, the expenses of the Dawk, and the gentlemen stationed with His Majesty and Scindea, from the month of March, 1787 to February, 1788, inclusive, under the seal of the Vizier.

March, 1787,	3,25,000
April,	3,25,000
May,	3,25,000
June,	3,25,000
July,	3,25,000

August :

In money, 3,25,000

In drafts on Calcutta, 5,00,000

— 8,25,000

September, 3,25,000

October, 3,25,000

November, 3,25,000

December, 3,25,000

January, '88. . . . 3,25,000

February :

In money at Lucknow, 3,25,000

In drafts on Calcutta, 6,00,000

— 9,25,000

Total 50,00,000

In specie, 39,00,000

In drafts, 11,00,000

50,00,000

Fifty lacks of 23, 24, 25 and 26 sun sicca rupees.

From Hyder Beg Khan, received 21st July, 1787.

I have already transmitted your Lordship an arzie mentioning my arrival at Lucknow, which has doubtless been perused. An answer from his Excellency the Vizier is now sent to your Lordship's kind letter: from it your Lordship will learn the particulars of His Excellency's inclination to preserve your Lordship's pleasure. Your Lordship has shown kindness and favor in the affairs of His Excellency, and there is no doubt but will always show kindness towards them, because His Excellency entertains great hopes from your Lordship.

A kistbundy for the money for the expence of the troops, &c., goes enclosed in His Excellency's letter, and I enclose a draft for the amount stated by Mr. Wombwell to be due to the troops, up to February, 1787, together with two other drafts on account of the amount, due to his Royal Highness, and the stipend of Nabob Saadet Alli Khan to February, 1787. They will be seen by your Lordship. As a long period had elapsed during my journey, disorder has taken place in several

OUDE.

other demands than what are absolutely necessary: I propose, therefore, that your Excellency shall liquidate such part of the stated arrears as may be due to the troops employed in your country. The Residency, the Nabob Saadet Ali Khan, and the Rohilla Chiefs, on the date from which this new agreement shall be declared in force, as well as the arrears due to Mr. Anderson, and the remainder, whatever it may be, shall be struck out of the account, and be no longer considered as a demand of this Government on your Excellency.

The substance of what is here written has been discussed in frequent conversations with Hyder Beg Khan, who has shown himself a faithful servant to your Excellency, and a friend to both Governments. As he is fully acquainted with your Excellency's interests, and is your most confidential servant and prime minister, I have considered him as empowered to settle any arrangement for the mutual benefit of the two Governments, and have accordingly communicated to him, without reserve, all that has occurred to me to promote this object, in the same manner ■ if your Excellency were present; nevertheless, as your Excellency's concurrence and approbation are necessary to give a final sanction to the articles agreed upon by Hyder Beg Khan, I have thought proper to mention the heads of them in this letter, and the Nabob Hyder Beg Khan will fully explain all the particulars to your Excellency.

For the rest, your Excellency may have the most assured confidence, that I will most faithfully abide by all the engagements on the part of the Honourable Company.

modes in the affairs, and delay and procrastination have crept into the payment of the public money, and now that I am arrived is the season for cultivation, &c. I am engaged in the affairs of the Circar, and under the blessing of God, and your Lordship's prosperity, every matter will be arranged, and the arrears due to Colonel Harper and other gentlemen, whatever after investigation they may amount to, to the end of February, 1788, shall be paid at the expiration of the time.

The amount of the instalments, or kistbundy of the Company's money, on account of the disbursement of the troops, &c. has been paid into the treasury, from March 1787 to June 1787, and by God's help, it will be paid in future, agreeable to the kistbundy, monthly. I hope to be honored with letters from your Lordship.

Enclosures.

Bill drawn by Cashmeery Mull and Butchrage on Sheopersaud and Bissesser Doss, on account of arrears due to the troops stationed at Cawnpore and Futtu Ghur, and the batallion at Lucknow, to February 1787, amounting in 23, 24, 25 and 26 sun sicca rupees, to - - 7,08,868 7 6

Ditto, drawn by ditto, on ditto, on account the money of his Royal Highness, Lucknow sicca rupees - - - 2,04,173 0 0

Ditto, drawn by ditto, on ditto, on account the money of Nabob Saadet Alli Khan, arrears to February, 1787, Lucknow sicca rupees - - - 1,00,000 0 0

In 1788 the subjoined Commercial Treaty was concluded, regulating the Commercial intercourse between the Oude and the Company's dominions:

No. XLVI.

TREATY of COMMERCE with the NABOB AUSUF-UL-DOWLA, 1788.

A treaty of Commerce between Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter; one of His Britannic Majesty's Honourable Privy Council, Lieut. General of His Majesty's Forces, Governor General and Commander-in-Chief of all the Possessions and Forces of His Britannic Majesty, and of the Honourable the United Company of Merchants of England, in the East Indies, &c. &c. &c. ■ the part of the said Honourable United Company, and His Excellency the Vizier-ul-Momalik Hindostan, Assuf Jah Nabob, Ausuf-ul-Dowla Yeheha Khan Behauder, Huzzubber Jung.

OUDE.

pany to the dominions of the Vizier, shall pay an import duty of two and a half per cent. to His Excellency, on the price specified in the rowannah taken out in the Company's dominions.

Article 6.

Salt exported from the Company's dominions to the dominions of the Nabob Vizier, shall pay an import duty of five per cent. to His Excellency, on the valuation specified in the rowannah granted at any of the stations in the Company's dominions.

Article 7.

Cotton coming from Jahlone, Hydernuggur, Omraowty, Naugpore, or any of the countries of the Deccan, and passing through the dominions of the Nabob Vizier to the dominions of the Company, shall pay a duty of five per cent. to His Excellency, on the fixed valuation of six rupees per maund of ninety-six sicca weight to the seer. Rowannahs for covering the same through His Excellency's dominions shall be granted at the station where the duties are levied. The same cotton, when it arrives in the province of Benares, shall pay a duty of two and a half per cent., and two and a half per cent. more on entering the Soubah of Behar, upon the valuation above specified, or should it not pass through the jurisdiction of Benares, it shall pay five per cent. upon being imported into the Company's provinces.

Article 8.

Silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Nabob Vizier to the Company's dominions, shall pay a duty of no more than two and a half per cent. on the price specified in His Excellency's rowannah. The said duty shall be collected at the established station in Benares, should the goods pass through that district, and upon their arrival in the Company's provinces the Collectors of the Customs shall grant a rowannah, duty free, to cover such goods to any part of Bengal, Behar or Orissa. Should the said goods enter the Company's provinces without passing through the district of Benares, the above duty of two and a half per cent. shall be levied at the first station in the Company's provinces.

Article 9.

All goods not specified in the foregoing articles, exported from the respective dominions of the contracting parties, shall be subject to a duty of five per cent. on the valuation inserted in the rowannah of the country from whence they were originally exported. If the goods shall have been exported from the Company's dominions to the dominions of the Nabob Vizier, His Excellency will collect the duty aforesaid, at one of the stations mentioned in the third article; if from the territories of His Excellency to the dominions of the Company, two and a half per cent. shall be levied at the first established station in the district of Benares, and two and a half per cent. at the first authorized station in the province of Behar; or should the said goods enter the Company's provinces without passing through the jurisdiction of Benares the whole duty of five per cent. shall be collected at the first authorized station in the province of Behar.

Article 10.

Goods exported from the provinces of Bengal, Behar or Orissa, or from the district of Benares to the dominions of the Nabob Vizier, after having paid the import duties to His Excellency, according to the rates and in the mode prescribed in the foregoing articles, if sold in the dominions of the Nabob Vizier, shall be subject to the established local duties of the market or gunge, in which they are disposed of. Provided, nevertheless, that if the said goods shall be sold for the purpose of being exported beyond the confines of His Excellency's dominions, and not for the consumption of the same, no local gunge or market duty, or any other duty whatsoever, shall be levied on account of such sale or purchase; but the import rowannah of the seller shall be endorsed by the Collector, or head officer in charge of such gunge, and delivered over to the purchaser, who shall transport the goods through the

dominions of the Nabob Vizier, without further molestation. If such purchaser, however, should afterwards dispose of the said goods for consumption in any market or gunge in His Excellency's territories, they shall be subject to the established duties of the same. In like manner, goods exported from the dominions of His Excellency to the dominions of the Company, after having paid the import duty in the latter, according to the rates, and in the mode prescribed in the foregoing articles; if sold in any gunge or market, shall be subject to the local gunge or market duties under the preceding limitations.

The gunge duties to be thus levied, are not to exceed the ancient established rates, to which no addition shall be made without the mutual consent of the contracting parties.

Article 11.

If any renter, zemindar, collector of the revenues, jaghiredar, or holder of rent-free lands, shall levy any duties or exactions on goods passing through the dominions of the contracting parties, and on which the regular duties shall have been paid, and rowannahs taken out as prescribed in the foregoing articles, for the first offence he shall be fined twenty rupees for every rupee so exacted; for the second offence, forty rupees; and for the third offence, if a renter or collector of the revenues, he shall be fined one hundred rupees for every rupee so exacted, and be dismissed from his farm or employment; if a zemindar, jaghiredar, or rent-free landholder, he shall forfeit his lands. Any officer of the Customs exacting more than he is authorized, shall, for the first offence, be fined ten times the amount so exacted, and be dismissed from his employment. The party injured shall be indemnified out of the fines for the sum so exacted; and it shall be left to the discretion of the contracting powers, to grant such further portion of the said fines as they may deem adequate to the trouble and loss of the party so injured.

Article 12.

In order to discourage every attempt to evade the payment of the import duties, merchants endeavouring to pass the station at which they are to pay the same, without having previously taken out a rowannah, shall be subject to double duties; and the contracting parties agree to issue orders in their respective territories, requiring all persons to pay the duties and take out rowannahs for their goods, as directed in the foregoing articles, before they approach an authorized station.

This article not to extend to the local duties in the markets or gunges, which are to be collected in the mode, and under the limitations prescribed in the tenth article upon the goods entering the same.

Article 13.

The contracting parties reserve to themselves the right of levying whatever duties they may think proper, on all goods produced and consumed within their respective dominions, and also on their own exports, and on all imports from other countries not under the dominion of the Company or the Nabob Vizier, the article of Deccan, &c., cotton going to the Company's dominions excepted, on which His Excellency is to levy the duties as specified in the seventh article.

Article 14.

If any disputes shall arise between the merchants of the respective states, it shall be decided by the laws of that state in which the defendant may reside. If the defendant be resident in the Company's dominions, the plaintiff shall be allowed the privilege of stating his case, through the vakeel or agent of the Vizier, to the Right Honourable the Governor General in Council, who may refer it for decision to the provincial court of justice, within the jurisdiction of which the cause of action may have arisen, or the defendant may reside; in like manner, if the defendant be a resident in the Vizier's dominions, the plaintiff shall be entitled to represent his case, through the English minister, to His Excellency the Vizier, who may refer it for decision to such of his officers as he may think proper. It is further agreed, that should the collectors of customs, zemindars, or other subjects of either state, act in any respect towards the

OUDE.

merchants and traders contrary to the true intent and meaning of this treaty, the party injured shall be entitled to seek redress in the mode above prescribed.

Article 15.

This treaty not to extend to the province of Rohilcund or Kuttair, in which His Excellency reserves to himself the right of collecting the duties according to the ancient established rates, or of increasing or diminishing the same as he may deem expedient.

Article 16.

His Excellency the Vizier having obtained the consent of the Nabob of Furuckabad to include his territories in this treaty, and agreed to make him compensation for any losses he may sustain in his revenues, in consequence of having relinquished his claim to the collection of separate duties on the Deccan, &c., cotton passing through his territories to the dominions of the Company, and on the exports from the Company's dominions, the territories of the said Nabob are included accordingly, and as far as concerns the operation of this treaty, are to be considered, in every respect, upon the same footing as a province of the dominions of His Excellency the Vizier.

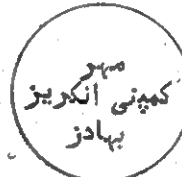
Article 17.

This treaty to be in force from the 1st of September next, corresponding with the 29th of Zehige, 1202 Hegira, or sooner, if it can be ratified and exchanged before that period.

Ratified at Fort William, 25th July, 1788.

Company's

(Signed) CORNWALLIS.



Seal.

(A true copy.)

(Signed)

E. HAY,
*Secretary to the Government.*Persian
Characters.(A true Copy.)
(Signed) G. F. CHERRY. *Dep. Per. Tr.*Bengalee
Characters.Bengalee
Characters.

(A true translation.)

(Signed)

G. F. CHERRY, *Dep. Per. Tr.*

In the early part of 1797 Sir John Shore left Calcutta to communicate personally with the Vizier Ausuf-ul-Dowlah on the state of his kingdom, and to urge him to a thorough reformation of his government, so as to render his resources applicable to the defence of his own dominions as well as those of the Company, in the event of an invasion by Shah Zeman, which was then apprehended. The following agreement was the result of Sir J. Shore's deputation:

AGREEMENT with the NABOB VIZIER AUSUF-UL-DOWLA, for the pay of an additional Regiment of Cavalry.

Translation of an Agreement entered into by His Excellency the Nabob Vizier with the Honourable the Governor-General, at Lucknow, executed the 20th of March, 1797.

The Governor-General having represented to His Excellency the Vizier, the late very great increase of the Company's military establishment, by the addition of several regiments of cavalry, both European and Native, and, in compliance with the Company's orders, solicited His Excellency's assistance to defray the consequent additional expense, His Excellency, in the fullest reliance that the Company's troops are ever ready, in conformity to existing engagements, to protect and defend his dominions against the attacks of all enemies, agrees as follows :

That he will annually defray the actual *bond fide* expenses of a regiment of European and one of Native cavalry, that is to say, two regiments, (the amount of which expenses, however, the Governor-General cannot at present specify) provided they shall not exceed upon any account five lacks and a half of rupees per annum. The amount to be defrayed by monthly instalments, of which the first shall commence with the month of Bysack of the present Fussellee year.

(A true translation.)

(Signed) N. B. EDMONSTONE.
Persian Translator to the Government.

A few months after this, the Vizier Ausuf-ul-Dowla died, and was succeeded by his supposed son, Vizier Alli, whose succession was at first recognised by the British Government. Claims were, however, soon preferred to the throne, by Saadat Alli, the brother of the late Vizier, on the ground that Vizier Alli was not the son of Ausuf-ul-Dowla. After a full investigation conducted at Lucknow by Sir J. Shore, the spuriousness of Vizier Alli's birth was established. He was therefore deposed, and removed to Benares, on a pension of 1½ lac of rupees per annum. Here he murdered Mr. Cherry, the British Resident; for which crime he ended his days a pensioner in Fort William. On the deposition of Vizier Alli, Saadat Alli, the rightful heir, was placed on the Musnud. On this occasion the following treaty was entered into with the new Vizier :

No. XLVIII.

TREATY between the NABOB VIZIER SAADAT ALI KHAN BEHAUDER, 1798.

Whereas, various treaties have been concluded at different times, between the late Nabob Shujah-ul-Dowla Behauder, and the Nabob Ausuf-ul-Dowla Behauder, and the Honourable the English East India Company, to the mutual advantage of their respective dominions, the Nabob Vizier-ul-Momaluck Yemeen-ul-Dowla Nazim-ul-Mulck, Saadat Ali Khan Behauder, Mobarez Jung, and Sir John Shore, Baronet, on the part of the Honourable the East India Company, with a view to perpetuate the amity subsisting between the two states, and the advantages reciprocally resulting from it, now agree to the following articles :

Article 1.

That the peace, friendship and union so long subsisting between the two states, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former treaties and agreements between the two states, now in force, and not contrary to the tenor of this engagement, shall be confirmed by it,

Article 2

By the existing treaties between the states, the Honourable the East India Company are bound to defend the dominions of His Highness the Nabob Saadat Ali Khan against all enemies. And with a view to enable them to fulfil this engagement, and at the same time provide for the protection of their own dominions, the English Company having largely increased their military establishment, by the addition of new levied regiments, both of infantry and cavalry, the Nabob

OUDE.

Saadet Ali Khan, in consideration thereof, agrees, in addition to the annual subsidy paid by the late Nabob Ausuf-ul-Dowla to the English Company, being fifty-six lacks, seventy-seven thousand six hundred and thirty-eight rupees, to pay in perpetuity, the further sum of nineteen lacks, twenty-two thousand, three hundred and sixty-two rupees, making altogether the sum of seventy-six lacks of rupees. The said rupees to be Oude sicca rupees, of the present weight and standard.

Article 3.

The above subsidy of seventy-six lacks of Oude sicca rupees is to commence from the 21st day of January 1798, the date of the accession of the Nabob Saadet Ali Khan to the Musnud of Oude; and the said Nabob engages that it shall be punctually discharged, month by month, as it becomes due, in sums of six hundred and thirty-three thousand three hundred and thirty-nine Oude sicca rupees, five annas and four pie, of the present weight and standard, according to the kistbundy annexed.

Article 4.

That the arrears of subsidy due, upon former engagements, to the 21st of January, 1798, also be immediately discharged.

Article 5.

The Nabob Saadet Ali Khan agrees that an annual allowance of one lack fifty thousand Oude sicca rupees be made to Vizier Ali Khan, and agrees to pay the amount by monthly kists of twelve thousand five hundred rupees to the English Company, who will pay the same to the Vizier Ali Khan, as long as he shall continue to reside in the dominions of the English Company.

Article 6.

The stipends to the Begums and Princes at Benares, amounting to two lacks four thousand rupees per annum, and the Furruckabad pensions, amounting to twenty-three thousand, six hundred and thirty-eight rupees, are included in the above sum of seventy-six lacks of Oude sicca rupees.

Article 7.

The Governor-General, Sir John Shore, Baronet, on the part of the East India Company, agrees that the English forces maintained in the country of Oude for its defence, shall never consist of less than ten thousand men, including Europeans and Natives, cavalry, infantry, and artillery. And if at any time it should become necessary to augment the troops of the Company in Oude, beyond the number of thirteen thousand men, including Europeans and Natives, infantry, cavalry, and artillery, the Nabob Saadet Ali Khan agrees to pay the actual difference occasioned by the excess above that number; and, in the same manner, if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry, cavalry, artillery, Natives and Europeans, a deduction shall be made from the annual stipend of seventy-six lacks of rupees, equal to the actual difference of men below the specified number.

Article 8.

As the English Company are not possessed of any Fortress in the dominions of Oude, the Nabob Saadet Ali Khan, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the Fort of Allahabad, with all its buildings and appurtenances, and the gauts immediately dependent upon the Fort, together with as much land surrounding the Fort as may be necessary for the purpose of an esplanade; the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said gauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of this Fort, provided that it does not exceed the sum of eight lacks of Oude sicca rupees; and that the said amount, or actual amount of the expenditure, not exceeding eight lacks of rupees, shall be paid to the Company within two years from the date of this treaty, in such proportions as may be required for defraying the expense to which it is applicable. And the said Nabob, Saadet

Ali Khan Behauder, for the same reasons, further agrees to advance to the English Company, for the purpose of repairing the Fort of Fatty Ghur, within six months from the date of this engagement, ■ sum, not exceeding on the whole, three lacks of Oude sicca rupees.

Article 9.

If, for the better protection and defence of the dominions of the Nabob Saadet Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Fatty Ghur, the Nabob Saadet Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most advisable and convenient, and that he will defray the expence attending their removal, and making cantonments for the troops.

Article 10.

As the English Company have incurred a considerable expence by their exertions in establishing the right of the Nabob Saadet Ali Khan, the said Nabob agrees, in consideration thereof, to pay the Company the sum of twelve lacks of Oude sicca rupees.

Article 11.

As the payment of the Company's troops in Oude depends upon the regular discharge of the subsidy, stated in the second and third articles of the treaty, the said Nabob engages to exert his utmost endeavours to discharge the stipulated kist with punctuality; but if, contrary to the sincere intentions and exertions of the said Nabob, the payment of the kist shall fall into arrears, the said Nabob Saadet Ali Khan engages and promises, that he will then give such security to the Company for the discharge of the existing arrears, and the future regular payment of the kists, as shall be deemed satisfactory.

Article 12.

Whereas, by the engagements now entered into between the Nabob Vizier and the Company, the amount of the subsidy is considerably increased, and many other permanent charges upon His Excellency are incurred, on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reduction in the superfluous charges of the public establishments, servants, &c., as may be requisite, and are consistent with His Excellency's dignity and convenience. To that end, the said Nabob agrees to consult with the Company's government, and, in concert with them, devise the proper objects of such reductions and the best means of effecting them.

Article 13.

As the political interests of the Nabob Saadet Ali Khan and the English Company are the same, it is expedient that all correspondence between the Nabob Saadet Ali Khan and any foreign power or state, shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadet Ali Khan agrees and promises, that no correspondence contrary to the tenor of this article, shall be carried on by him.

Article 14.

As the stipulations in the commercial treaty between the two States have not been enforced with due attention, particularly in the dominions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavours to give force and effect to them.

Article 15.

The Nabob Saadet Ali Khan engages and promises that he will not entertain any Europeans of any description in his service, nor allow any to settle in his country without the consent of the Company.

Article 16.

The Nabob Saadet Ali Khan agrees, that ■ suitable maintenance shall be provided for the reputed children of his brother, the late Nabob Ausuf-ul-Dowlah, and willingly promises to take them under his protection.

OUDE.

Article 17.

The Nabob Vizier-ul-Momalik Saadet Ali Khan Behauder, for himself and his heirs, and the Governor General, Sir John Shore, Baronet, on the part of the East India Company, respectively promise to observe, sincerely and strictly, all the articles contained and settled in the present treaty; and they both agree, that they will give the greatest attention to maintain between themselves, their dominions, and their subjects, this present treaty, and all the articles settled by it; that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

Kistbundy (or Instalment) for the payment of the annual subsidy.

1st kist, for the month of January, payable on the 1st of February,	6,33,333 5 4
2d kist, for the month of February, payable on the 1st of March,	6,33,333 5 4
3d kist, for the month of March, payable on the 1st of April,	6,33,333 5 4
4th kist, for the month of April, payable on the 1st of May,	6,33,333 5 4
5th kist, for the month of May, payable on the 1st of June,	6,33,333 5 4
6th kist, for the month of June, payable on the 1st of July,	6,33,333 5 4
7th kist, for the month of July, payable on the 1st of August,	6,33,333 5 4
8th kist, for the month of August, payable on the 1st of September,	6,33,333 5 4
9th kist, for the month of September, payable on the 1st of October,	6,33,333 5 4
10th kist, for the month of October, payable on the 1st of November,	6,33,333 5 4
11th kist, for the month of November, payable on the 1st of December,	6,33,333 5 4
12th kist, for the month of December, payable on the 1st of January,	6,33,333 5 4

Total Sicca Rupees 76,00,000 0 0

(Signed) J SHORE.

Persian
Seal.Persian
Seal.

Signed, sealed and interchanged at Lucknow, this twenty-first day of February, in the year of Our Lord one thousand seven hundred and ninety-eight, in the presence of

J. LUMSDEN, Résident.
N. B. EDMONSTONE, P. T.

On the same date as the above treaty, the following engagement between Saadat Ali and the Bhow Begum was guaranteed by the Governor-General, Sir J. Shore:

No. XLIX.

ENGAGEMENT executed by the NABOB SAADET ALI KHAN to the BHOW BEGUM, (mother of the late NABOB AUSUF-UL-DOWLA,) under the guarantee of the COMPANY, 7th Feb. 1798.

The Nabob Vizier Saadet Ali Khan, being impressed with sentiments of the sincerest respect and regard for Her Highness, the Bhow Begum, and fully relying on her friendship and assistance in his affairs, whenever requisite, promises to show her every degree of respect and attention, and do everything to promote her convenience and comfort; as a proof of which the said Nabob agrees, that the pensions allotted for the Sahauss and Khoord Mehl, shall be

paid by Her Highness, and the Mohaul of Goanda be made over to her, ■ ■ ■ jaydaud, for that purpose. And as ■ public demonstration of the said Nabob's cordial respect and attention towards Her Highness, he further consents, that the Mohauls of Oude, Putchumrout Mungulsee, being situated in the vicinity of Fyzabad, which has long been her fixed residence, be ceded to her in jaghire, and that the English East India Company be considered as guarantees to this engagement; in testimony whereof, the said Nabob has hereunto set his seal, and the Governor-General his signature.

OUDE.

The unsatisfactory condition of the government of Oude engaged the early attention of Lord Wellesley, with reference especially to the apprehension then entertained of ■ invasion by Zeman Shah, the ruler of Afghanistan. His Lordship's views were to substitute disciplined troops for the mutinous rabble maintained by the Vizier, who, according to His Highness's own declaration, would be useful only to the enemy; to place the defence of the Oude frontier against foreign invasion beyond the unstable and capricious control of the Vizier; and to remove a constant cause of irritation, by commuting the pecuniary subsidy for ■ territorial cession. With a view to the accomplishment of these objects the subjoined treaty was agreed upon:

No. L.

TREATY between the Honourable the EAST INDIA COMPANY and His Excellency the NABOB VIZIER-UL-MOMALIK, YEMEEN-OO-DOWLA, NAZIM-UL-MOOLK, SAADET ALI KHAN BEHAUDER, MOBAURIZ JUNG, for ceding to the Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions, in commutation of the subsidy now payable to the Company by the Vizier.

Whereas, by the treaty now subsisting between His Excellency the Vizier and the Honourable the East India Company, the Company have engaged to defend His Excellency's dominions against all enemies, and to enable them to fulfil that engagement, His Excellency is bound by the aforesaid treaty to pay to the Company in perpetuity, the annual subsidy of seventy-six lacks of Lucknow sicca rupees, and is further bound by the said treaty to defray the expence of any augmentation of force, which, in addition to the number of troops stipulated in the treaty, shall be judged necessary to enable the Company to fulfil their engagements of defending His Excellency's dominions against all enemies; and whereas, it is advisable that the funds for defraying these charges be established on ■ footing which shall admit of no fluctuation of either increase or decrease, and which shall afford satisfaction and security to the Company, in regard to the regular payment in perpetuity of all such charges. The following treaty, consisting of ten articles, is concluded on the one part, by His Excellency the Most Noble Marquis Wellesley, K. P., Governor General for all affairs civil and military of the British nation in India, through the Honourable Henry Wellesley and Lieutenant-Colonel Scott, under full powers vested in them by the said Governor General, for the purpose of concluding a treaty with His Excellency the Vizier, in the name and on the behalf of the Governor General; and on the other part, by His Excellency the Nabob Vizier-ul-Momalik, Yemeen-Oo-Dowla, Nizam-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, on behalf of himself and his heirs and successors, for ceding to the Honourable the English East India Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency on account of the Company's defensive engagements with His Excellency.

Article 1.

His Excellency the Nabob Vizier hereby cedes to the Honourable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirty-five lacks of rupees including expences of collections, in commutation of the subsidy of the expences attendant on the additional troops, and of the Benares and Furruckabad Pensions.

Company and their officers, and the Honourable the East India Company hereby guarantee to His Excellency the Vizier and to his heirs and successors, the possession of the territories which will remain to His Excellency after the territorial cession, together with the exercise of his and their authority within the said dominions; His Excellency engages that he will establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, ■ shall be conducive to the prosperity of his subjects, and to be calculated to secure the lives and property of the inhabitants; and His Excellency will always advise with, and act in conformity to the counsel of the officers of the said Honourable Company.

Article 7.

The districts ceded by the first article of this treaty shall be delivered over to the Company's officers from the commencement of the Fussellee year 1209, corresponding with the 22d of September A. D. 1801, and his Excellency will continue to pay the subsidy and the expence of the additional troops from his treasury, in the same manner ■ hitherto observed, until the Company's officers shall have obtained complete possession from His Excellency's officers, of the countries so ceded; the Company will not claim any payment of subsidy from His Excellency's treasury, after their officers shall have obtained possession of the ceded districts.

Article 8.

The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to form a separate commercial treaty; in the mean time it is agreed that the navigation of the Ganges and of all other rivers where they may form the mutual boundary of the two States shall be free and uninterrupted; that is to say, that no boats passing up and down the Ganges or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties; nor shall any duties be exacted from boats which put to, in the possession of either of the contracting parties, without intention of landing their goods: it shall, however, be in the power of both governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated, that no exemption from duties on articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the ceded territories shall be claimed, after they shall have been delivered over to the Company's officers.

Article 9.

All the articles of former treaties for establishing and cementing the union and friendship subsisting between the two States, are to continue in full force, and all the articles of the treaty concluded by the late Governor General, Sir John Shore, on the part of the Honourable the East India Company, and His Excellency the Vizier, in the year 1798, not annulled by this treaty, are to remain in full force, and to continue binding upon both contracting parties.

Article 10.

This treaty, consisting of ten articles, has been settled and concluded through the Honourable Henry Wellesley and Lieut.-Colonel Scott, under the full powers vested in them by the Governor General as aforesaid, with his Excellency the Vizier in the city of Lucknow, on the 10th day of November, in the year of Our Lord one thousand eight hundred and one, corresponding with the second of the month of Rejib, of the year twelve hundred and sixteen Hegira.

L. S.

(Signed) ■ WELLESLEY.

Seal of
Saadet Ali
Khan.

OUDE.

Ratified by His Excellency the Most Noble the Governor General, on the Ganges, near Benares, on the fourteenth day of November, 1801.

(Signed) N. B. EDMONSTONE,
Secy. to Govt. Sec. and Pol. Dept.

Memorandum of the final result of the discussions between His Excellency the Most Noble the Governor General and the Nabob Vizier.

On the 15th of February, 1802, His Excellency the Nabob Vizier transmitted to the Governor General a paper of propositions, to which His Excellency required the Governor General's assent: and the Governor General, after full deliberation on the contents of the said paper, returned a distinct answer to each of the articles therein detailed. His Excellency the Vizier, in a paper delivered on the 22nd of the same month, proposed certain modifications of the Governor General's answers; and the original propositions, together with the Governor General's answers and the Vizier's proposed modifications thereof, were fully discussed, at a conference holden between the Governor General and His Excellency the Vizier, on the 24th of the same month. In consequence of this conference, it was mutually agreed that certain of the articles of the original paper of propositions should be altogether omitted, and that the Governor General's reply to the third article should be modified in conformity to the suggestion of His Excellency the Vizier. At the same conference His Excellency the Vizier, adverting to the Governor General's suggestion, in his reply to the second article, that the Vizier should appoint some person to conduct, in the quality of minister, the ordinary details of public affairs, proposed to constitute and appoint his second son, Mirza Ahmed Ali Khan to act in that capacity. The Governor General, at the same conference, deemed it to be expedient to declare to His Excellency the Vizier, the general principles which, in His Lordship's judgment, should regulate the connection and intercourse between the two States, as resulting from the treaty concluded between the Honourable Company and His Excellency the Vizier, on the 10th November, 1801. With a view to obviate all future doubts on the subject and result of these communications and conferences, the Governor General now commits to writing the final determination of the several points discussed between His Lordship and the Vizier, and affixes his seal and signature to this paper, and directs the Secretary in the Political Department, who was present at every conference, and who interpreted between the Governor General and the Vizier, to countersign this paper.

Propositions.

Let no one, as has hitherto been the practice, afford countenance and support to any person, to impede the recovery of just balances from Aumils and others; but, on the contrary, let him (meaning the Resident) afford assistance to the Circar in the recovery of those balances. If the Resident is desirous of withholding me from the prosecution of any particular measure, let him state his sentiments to me in private, in which (as I am far from being disposed to act unjustly,) either I will prove to the Resident the equity of the proceeding, or the Resident will set me right, and, in the latter event, I will, in conformity to his desire, abandon such proposed measure, and no one will be apprized of any disagreement subsisting between us.

Regular tribunals, in which I do not desire to possess any exclusive interest, shall be established, for the sole purpose

Answers.

Unobjectionable; and this proposal shall be observed. The Resident shall be furnished by His Excellency the Nabob Vizier with all the information necessary to establish the justice of the proceeding by vouchers and proofs.

This is perfectly wise and proper.

*Propositions.**Answers.*

OUDE

of giving effect to the Mahomedan law, of fulfilling just claims, and of securing the lives and properties of the people. It is necessary that all persons should subject themselves to the jurisdiction of those tribunals; and if any person should refuse to acknowledge the jurisdiction or oppose the authority of those tribunals, let the Company's officers assist in enforcing obedience to them.

I consider H^{er} Highness the Begum as my superior, and I am extremely desirous of supporting her dignity, and of promoting her ease. I have no concern with the produce and revenues of her jaghire, nor of any of the jaghiredars; but the authority of the courts of justice, the adjustment of disputes, the redress of grievances, the observance of the civil and criminal punishments, and all other points connected with the administration of justice, must be conducted under my orders, in the cities of Lucknow and Fyzabad, and in all the jaghires in the same manner as in the rest of my dominions. For these things appertain to the sovereign, whose duty it is to prevent every species of oppression. Her Highness's servants must not, in any manner, interfere in them, for a partnership in government is inadmissible. It is for Her Highness's own credit, that she should state to me whatever may be her desire in points of the nature above described, in order that what she desires may be accomplished, through the medium of the officers of my government. The state of affairs hitherto prevailing has been this, that frequent tumults and bloodshed have occurred in Fyzabad, and in Her Highness's jaghire, and not the slightest attention has been paid by Her Highness to any thing that I have said or written. In the time of my late brother, the settlement of disputes in the jaghires was left to the Circar. These points will give efficacy to my government.

I request that His Lordship will have the goodness to send for Daraub Ali Khan, and desire that, exclusively of the jaghire, such property, lands, bazars, gardens, &c. to a considerable extent, belonging to the Circar, as the officers of Her Highness have unjustly and without the requisite vouchers (sunnud) appropriated since four years (a fact which Mr. Lumsden, Molary Golaum Kauder Khan, his Moonsee, and other

The administration of justice in the Begum's jaghire must be under the Nabob's authority, and the Begum's servants must be subject to it. The authority of the Nabob's courts will be enforced by the British power.

The Governor General proposes to take all the matters depending between the Nabob and Begum into full consideration and to effect a settlement between the Begum and the Nabob, just, equitable, and permanent principles.

OUDE.

*Propositions.**Answers.*

credible persons, such ■ Almas-Ali Khan, Daraub Ali Khan, and their respective vakeels, ■■ substantiate, and are fully acquainted with, which Her Highness herself formerly acknowledged, which all the most creditable officers of the Circar, such as Jye Sookh Roy, &c. know, and ■ statement of which property is to be found upon their records, and the appropriation of which property occasions ■ considerable loss to me, at ■ time when I am not in ■ condition to sustain any loss,) may be restored to me, and the profits which may have been collected from such property made over to me, so that my losses therein may be compensated. This will be in conformity to Her Highness's engagements. Let His Lordship have the goodness to transmit orders to the Honourable Henry Wellesley, upon the following points:

Not to afford protection to fugitives from my country, but to surrender such, when demanded by me, or else to expel them from it.

In the event of any of the dependants of my Circar applying for farms within the ceded districts, to require such person to execute a writing, binding himself to take such farm only on condition that he is not in balance to the Circar.

There are several of my Aumils retaining lands in the ceded districts, who are in balance to the Circar, to give me credit in his accounts for the sums due by such Aumils, or else to deliver up those Aumils to me, that I may recover from them what is justly due and then let them go. When they have settled their accounts with the Circar, Mr. Wellesley will, of course, enter into such engagements with them as he may think proper.

There are many gardens and other property belonging to the Circar, in the country ceded for the charges of the troops, which are quite distinct from the revenue of the country, in the same manner, for instance, ■ at this moment at Benares, there is property belonging to me, and still in my occupation: let His Lordship have the goodness to direct that any property of that description in the ceded districts, may be given into the possession of my

All criminals will be reciprocally surrendered; but the subjects of both States who shall not be accused of capital crimes, should be at liberty to pass freely from one country to the other, and to be established reciprocally in either.

All balances, now or hereafter due to the Circar, to be adjusted within a reasonable time, and engagements to be taken to this effect from all persons in balance.

None of the Nabob's Aumils are now employed in the ceded provinces.

Any property of this description, which the Nabob shall satisfy the Lieutenant Governor to belong to His Excellency, will of course be delivered over to his servants.

*Propositions.**Answers.*OUDE.

people. A statement of the particulars of such property, gardens, &c. within the ceded districts shall be given in.

I have been induced to cede the districts for the charges of the British troops, merely to gratify His Lordship, deeming it necessary so to do in consequence of Mr. Wellesley's arrival, and resolving to conform to His Lordship's wishes, and to obey his Lordship's commands. Let strict orders be issued that no one may be permitted to injure or destroy any mosques, tombs, or imaumbarrahs, which now exist within those districts.

An engagement was contracted for paying to the Circar the moneys collected at the ghauts at Allahabad. Four years have now elapsed since that time, and though I have repeatedly made application to the Resident upon this subject, nothing has hitherto been paid on that account, which occasions a considerable loss to me. Let orders be issued for the payment of those monies agreeably to engagement.

Mr. Wellesley promised to send the treaty; it has not yet, however, been received. Let His Lordship (or Mr. Wellesley) be reminded to send it.

The Nabob Vizier proposes that his son, Mirza Ahmed Ali Khan, be appointed to the situation of minister for the affairs of his government.

I hope from His Lordship's kindness that His Lordship will, in my presence, explain all the foregoing points to the Resident, and direct him to act in conformity to them; and that His Lordship will also enjoin the Resident, after His Lordship's departure, to occasion no delay or impediment in my departure whenever I may choose to set out, and to assist me in the preparations for my journey.

Orders shall be issued accordingly.

Orders will be issued for the settlement of this account.

The treaty has been sent.

The Governor General concurs in this proposition, and considers Mirza Ahmed Ali Khan to have been appointed accordingly.

In conformity to His Excellency's desire, the proposed explanation and injunctions were stated to the Resident by the Governor General, in His Excellency's presence, on the 24th February.

The Governor General now proceeds to state the general principles, by which the connection and intercourse between the two States are to be regulated henceforth.

By the terms of the treaty concluded between the British Government and His Excellency the Vizier, on the 10th November 1801, His Excellency the Nabob's authority is to be completely established within his reserved dominions, and to be exercised through His Excellency's own officers and servants, the British Government having engaged to guarantee the establishment

QUESTIONS.*Propositions.**Answers.*

and exercise of His Excellency's authority within his reserved dominions, and the Governor General will never depart from this engagement. His Excellency has engaged to establish within his reserved dominions such a system of administration as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. The system of administration is to be carried into effect by His Excellency's own officers and servants, and by his own authority.

His Excellency has also engaged always to advise with, and to act in conformity to the counsel of the officers of the Honourable Company.

In the establishment, therefore, of an improved system of administration within the reserved dominions, and also in all affairs connected with the ordinary government of those dominions, and with the usual exercise of His Excellency's established authority, the Vizier has engaged to advise with the British Government, and to conform to its counsels.

Those counsels will always be offered to His Excellency in the form of friendly advice, and in the spirit of reciprocal confidence, and of mutual regard and respect.

The Governor General, when the importance of the subject shall require, and the nature of the occasion shall admit his immediate intercourse with the Vizier, will offer the advice of the British Government to His Excellency, by a direct communication, either in person or by letter.

The British Resident at Lucknow, however, is the constituted local representative of the British Government, and the ordinary and established channel of communication in all cases whatever.

The Resident will, therefore, in the common course of business, offer to the Vizier the advice of the British Government, in the name of the Governor General; and in every case which may require the Resident to state such advice, it is to be received as proceeding immediately from the Governor General.

Such advice will be offered by the Resident in all practicable cases, under the general or specific orders of the Governor General.

The Resident must advise the Nabob with perfect cordiality, and must employ every endeavour to coincide with

*Propositions:**Answers:*

OED

His Excellency in an uniform course of measures, and to unite sincerely with His Excellency, in carrying into effect, exclusively under His Excellency's authority, and through His Excellency's officers, those measures which shall be determined upon in conformity to the counsels of the British Government. In cases requiring the aid of the British Government, or the assistance of the British troops, they shall be employed according to the exigency of the occasion.

The Resident must conduct himself towards the Nabob Vizier, on all occasions, with the utmost degree of respect, conciliation, and attention, and must maintain cordial union and harmony in all transactions, and must endeavour to impart strength and stability to His Excellency's authority.

The Resident must never proceed to act in the affairs of the reserved dominions, without previous consultation with His Excellency or with his ministers, and the Resident must, in the first instance, observe strict secrecy with regard to the subject of such consultations, until the measures to be adopted shall be finally determined.

Under these regulations, the Governor General expects that the Nabob Vizier will act in conformity to the advice and representations of the Resident; and as no question of difficulty remains between the British Government and His Excellency, the Governor General entertains a confident hope, that no future vexation can occur in the transaction of affairs.

(Signed) WELLESLEY.

Seal of
the Governor
General.

(Signed) N. B. EDMONSTONE,
Secy. to Govt. Secret and Pol. Dept.

The frequent changes in the courses of the rivers, which form the boundaries between the two States, having given rise to disputes, the alluvium thrown up being claimed by the subjects of both States the following treaty was concluded in 1812, with the view of obviating further disputes on the subject:

No. LI.

Whereas, disputes and contentions have arisen between the subjects of the Honourable Company and of the Government of His Excellency the Vizier, regarding the boundaries of their respective villages, the possession of lands acquired by alluvion, and of islands formed in the rivers which constitute the frontier of the two States; therefore, and with the view of settling and obviating

OUDE.

such disputes at the present and in all future times, the following treaty is concluded by His Excellency the Nabob Vizier-ul-Momalik Yemeen-Oo-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, for himself, his heirs and successors, and by Major John Baillie, Resident at Lucknow, by virtue of full powers vested in him for this purpose on the part of the Right Honourable Gilbert, Lord Minto, one of His Britannic Majesty's Most Honourable Privy Council and Governor General of all the British possessions in the East Indies, on the part of the Honourable the United East India Company and their heirs and successors.

Article 1.

Every island and portion of ground which at the end of the Fussellee year 1208 appertained to the ceded territory belong now to the British Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Vizier. Any island originally belonging to either State, which shall by inundation disappear, shall, on its reappearance, belong to that State whose property it originally was, although its form may be altered; and all villages and lands situated on the boundary of the two States which appertained at the above period to either of the States shall hereafter and for ever without dispute be the property of the State to which they belonged at that time.

Article 2.

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

Article 3.

All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fussellee, or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable, and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of that State to which at any point it is the most contiguous.

Article 4.

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel on either side of an island which was in the first instance deep, shall become shallow, and the channel on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further, as, with a view to ascertain the comparative depth and breadth of the opposite channels of a river in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the Rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

Article 5.

If at any time, as in the case of rivers or streams forming the common boundary which wind greatly in their course, an island or portion of land shall be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may, by such alteration, have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party.

Article 6.

What has been agreed to in the foregoing articles, relates merely to the prevention of disputes between the two States with respect to the lands alluded to in those articles, and has no reference whatever to the rights of zemindars.

Article 7.

This treaty, comprising seven articles, having been settled and concluded in the city of Lucknow, on the 14th of January, in the year of our Lord 1812, corresponding with the 28th of the month of Zilhujjii of the year 1226 Hegira, Major John Baillie, Resident, has delivered to the Vizier one copy of the same in English and Persian, sealed and signed by him, and His Excellency the Vizier has delivered to Major Baillie another copy, also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages to procure and deliver to His Excellency the Vizier, within the space of thirty days, a copy of the same under the seal and signature of the Right Honourable the Governor General, when the copy under his own seal and signature shall be returned.

(Signed) J. BAILLIE,
Resident.

Saadet Ali
Khan's Seal.

Resident's
Seal.

This treaty was ratified by the Governor General in Council.

On the 11th of July, 1814, Saadat Ali Khan died, and was succeeded by his son, Ghazee-ood-Deen Hyder. On the accession of the new sovereign, the subjoined mutual recognitions of existing treaties were executed:

No. LII.

ENGAGEMENT with the Vizier of OUDE, dated 12th July 1814.

The friendship and alliance which so firmly and happily subsisted between His Excellency the Nabob Vizier-ul-Momalik, Yemeen-Oo-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung. (whose soul is in Paradise) and the Honourable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing treaties and engagements likewise that were contracted with the late Nabob, are in full force, to all intents and purposes; and we hereby declare, that we are effectually bound by the engagements and treaties aforesaid, and by the blessing of God, the said treaties and engagements shall be duly observed until the end of time.

Signed and sealed on the 12th day of July A.D. 1814, answering to the 22d of Rujub, A.H. 1229, with the seal and signature of His Highness Refant-ood-Dowla, Rufeet-ool-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung, Nabob of Oude, and delivered in duplicate on the day aforesaid by His Highness' hand to Emand-ood-Dowla, Afzul-ool-Moolk, Major John Baillie, Behauder Arsulam Jung, Resident, at the Court of Lucknow.

(Signed) J. BAILLIE,
Resident.

Seal.

Counterpart of Engagement with the Vizier of Oude, 3d August, 1814.

The friendship and alliance which firmly and happily subsisted between His late Excellency the Nabob Vizier ul-Momalik Yemeen-Oo-Dowla Nazim-ul Moolk, Saadet Ali Khan Behauder Mobauriz Jung and the Honourable

OUDE.

Company's Government, shall be considered to subsist with equal force and sincerity, and shall continue for ever unimpaired between His late Excellency's son and successor, the Nabob Refant-Ood-Dowla, Ruffee-ool-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung and the Honourable Company; and all treaties and engagements which subsisted between His late Excellency and the Honourable Company's Government shall be considered to be in full force, and to all intents and purposes; and His Excellency the Right Honourable the Governor General hereby declares, on the part of the Honourable Company, that the British Government is especially bound by the said engagements and treaties, and that the said engagements and treaties shall be duly observed until the end of time.

Given under the seal and signature of His Excellency the Right Honourable Governor General, at Monghyr, in the province of Bengal, this third day of August, in the year of Our Lord one thousand eight hundred and fourteen.

Seal.

(Signed) MOIRA.

By His Excellency the Governor General.

(Signed) GEO. SWINTON,

Pn. Secy. to Governor General.

At a conference between the Earl of Moira and the Vizier, on the 14th October, 1814, His Highness offered one crore of rupees as a gift to the Company. It was refused as a gift, but accepted as a loan.

The financial pressure caused by the protracted prosecution of the Nepaul War led the Governor General to ask the Vizier for another loan of one crore, which was obtained.

On the termination of the Nepaulese War, the following treaty was concluded, commuting half of this debt for the cession of territory conquered from the Nepaulese:

No. LIII.

Treaty between His Excellency the Nabob Vizier-ul-Momalik Refant-ood-Dowla, Ruffee-Oo-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung and the British Government, for the transfer to His Excellency of the district of Khyreegur and of certain lands conquered by the British Government from the Rajah of Nepaul, in commutation of His Excellency's second loan to the British Government; and for the exchange of the Pergunnah of Handia, belonging to His Excellency the Vizier, for that of Nabobgunge, belonging to the British Government, settled by His Excellency the Nabob Vizier on his own part, and by Richard Strachey, British Resident at the Court of His Excellency on the part of the British Government, in virtue of full powers vested in him by His Excellency the Right Honourable the Earl of Moira, K.G., Governor General in Council, &c. &c.

Article 1.

The British Government hereby cedes to His Excellency the Vizier in full and perpetual sovereignty the district of Khyreegur, also the low lands between Khyreegur and the hills, and those between His Excellency's territory further to the eastward and the hills; that is, the whole of the late Goorka possessions below the hills, extending — the west from the river Gogra to the British district of Goruckpore on the east, and bounded on the south by His Excellency's possessions and the district of Khyreegur, and on the north by the hills. The Goorka orders of surrender of that tract will accordingly be made over to His Excellency the Vizier, and the British Government hereby engages to establish His Excellency's authority in the above-mentioned territory.

Article 2.

His Excellency the Nabob Vizier, in return for the cession mentioned in the preceding article, hereby annuls the debt of the British Government to His Excellency of one crore of rupees, being the total amount of His Excellency's second loan to the Company during the last year; the interest of which loan

will cease from the date of His Excellency's receiving possession of Khyreegur and the conquered lands above-mentioned, when the acknowledgements granted to His Excellency will be returned.

- Article 3.

His Excellency the Nabob Vizier hereby cedes to the British Government the Pergunnah of Handia (otherwise called Kewye) which forms part of His Excellency's district of Pertaubgur, and which intervenes between the British districts of Juanpore, Meerzapore, and Allahabad; and the British Government cedes to His Excellency in exchange the Pergunnah of Nabobgunge, which forms part of the district of Gorackpore, or a piece of territory, the revenue of which may be equivalent to that of the Pergunnah of Handia.

- Article 4.

The British Government engages that, after the establishment of His Excellency's authority in the district of Khyreegur and in the conquered lands above-mentioned, if any disturbances arise from whatever cause, they will effectually suppress them, and if, notwithstanding the co-operation and support of the British Government, His Excellency should be deprived of those possessions, other lands yielding the same revenue shall be given to His Excellency.

This treaty, consisting of four articles, having been settled by His Excellency the Nabob Vizier for himself, and by Richard Strachey, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Excellency the Vizier, from whom he has received a counterpart, also duly executed by His Excellency. The Resident engages to procure and deliver to His Excellency the Vizier, a copy of the same under the seal and signature of His Excellency the Right Honourable the Governor General, when that executed by the Resident will be returned.

Done at Lucknow, on the 1st of May, 1816, corresponding with the 2d of Jemady-oo-Sanee, 1231, Hegira.

Seal of
Ghazee-oo-Deen
Hyder.

Seal of the
Governor
General.

(Signed)

MOIRA.

"

N. B. EDMONSTONE.

"

A. SETON.

"

G. DOWDESWELL.

Ratified on the 11th of May, 1816, by His Excellency the Right Honourable the Earl of Moira, K.G., Governor General in Council.

(Signed)

JOHN ADAM,

Secretary to Government.

In 1819, the ruler of Oude, with the approbation of the British Government, changed his title from "Vizier" to that of "King of Oude," and His Majesty was crowned with due form.

The financial exigencies occasioned by the Burmese and Bhurtpore Wars, induced the British Government to apply to the King of Oude for a loan of another crore of rupees, which was obtained on the following terms:

No. LIV.

Agreement between His Majesty Aboo-ul-Mozuffur Morzood Deen Ghazee-ood Deen Hyder Shah, King of Oude, and the British Government, on account of a sum which the former has given as a loan to the Honourable Company, settled by His Majesty on his part, and by M. Ricketts, Esq., Resident at the

OUDE.

Court of the King of Oude, on the part of the British Government, in virtue of fullpowers vested in him by the Right Honourable William Pitt, Lord Amherst, Governor General in Council, &c. &c.

Article 1. -

His Majesty the King of Oude has given ■ a loan, for ever, to the Honourable Company, one crore of rupees, the interest whereof, being five lacks of rupees per annum, will be paid from the 1st of Mohurram, 1241, Hegira, to the persons hereafter particularized, by monthly instalments; and the interest of this sum will always remain at five per cent. per annum, though the British Government may reduce their interest below or raise it above the aforesaid rate.

Article 2.

This loan is made in perpetuity, the sovereigns of the kingdom of Oude shall never have the power to take it back, nor shall they exercise any interference with its interest.

Article 3.

The British Government guarantees that it will pay for ever the monthly sums hereafter mentioned out of the interest of the above loan, to the persons set down in this instrument, in the current coin of the place where they may reside, without any deduction whatever.

Article 4.

The Honourable Company will always protect the honour of the stipendiaries who will be paid out of this fund, and it will be the protector of their possessions, such as houses and gardens (whether bestowed by the King of Oude, or purchased or built by themselves) from the hands of the sovereigns and their enemies; and in whatever city or country they may be, their allowances will be paid to them there.

Article 5.

This agreement having been settled by His Majesty the King of Oude for himself, and by M. Ricketts, Esq. Resident at the Court of Lucknow, on the part of the British Government; the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to his Majesty the King of Oude, from whom he has received a counterpart, also duly executed by His Majesty. The Resident engages to procure and deliver to His Majesty the King of Oude, a copy of the same, under the seal and signature of the Right Honourable the Governor General in Council, when that executed by the Resident will be returned.

Interest Rupees Five Lacks per annum, by Solar Years.

Twelve months, at per month rupees forty-one thousand, six hundred and sixty-six, ten annas and eight English pie (Rs. 41,666 10 8).

To the persons attached to the new Imambareh called Imambaraee Nujuf Ushruf, according to ■ separate detail, rupees one thousand one hundred and thirty-seven, ten annas and eight pie (Rs. 1,137 10 8).

This ■■■ will be paid for ever to the person who will be appointed to the charge of the Imambareh through the King, and its Amlah, or officers will be kept ■ discharged, at the pleasure of the superintendent.

Nabob Mobaruk Muhul, rupees ten thousand (Rs. 10,000).

This allowance will be paid to the Begüm Nabob Mobārūk Muhul, during her life-time, and after her demise one-third of the allowances will be paid to any person, ■ for any purpose she may will: the remaining two-thirds, and whatever may be the saving of the one-third agreeably to the will, which will be ■ addition to the two-thirds; or in ■ of her not making a will, the whole allowance is to be divided into two equal parts; one-half to be given to the Nujuf Ushruf, and the other half for Kerbulla to the High Priest and Majawurs, or persons who have its charge ■ the part of the said King, that His Majesty might thereby derive its benefits.

Sultan Marium Begüm, rupees two thousand five hundred (Rs. 2,500).

To be given during the life time of Sultan Marium Begum, as to Nabob Mobaruk Muhul, and after her death to be appropriated in the same manner.

Moomtaz Muhul, rupees one thousand one hundred (Rs. 1,100).

As the foregoing.

Surfraz Muhul, rupees one thousand (Rs. 1,000).

Ditto Ditto.

The servants and dependents of Surfraz Muhul, as per separate list, rupees nine hundred and twenty-nine (Rs. 929).

To be paid in perpetuity as per separate statement. The allowance of persons dying without heir, to be added to the sums for Nujuf Ushruf and Kerbulla.

Nabob Moatummud-ood-Dowla Behauder, rupees twenty thousand (Rs. 20,000).

This allowance is to be paid in perpetuity to the Nabob and his heirs. It will be paid in perpetuity after his demise, agreeably to his will, to his sons, daughters, and wives, and other dependents. If it happens that he makes no will, in that case the allowance is to be given to his lawful heirs according to the laws of inheritance, in conformity to the tenets of the Sheeas. The allowances which are assigned to his wife, one son, and a daughter from this fund, as specified below, are also to be continued in perpetuity separately, and whatever the Nabob may bequeath to them out of the above allowance, is to be given to them in perpetuity separately, and, in like manner, if a will be not made, shares are to be given to these three persons from the Nabob's allowance according to law.

Nabob Begum, the wife of Nabob Moatummud-ood-Dowla, rupees two thousand (Rs. 2,000).

This allowance is to be paid to her during her life time, and after her death to be paid to her lawful heirs, in perpetuity, according to the laws of inheritance, in conformity to the tenets of the Sheeas.

Nabob Auleeah Begum, the daughter of the said Nabob, rupees one thousand (Rs. 1,000).

According to the foregoing rule, Ameen-ood-Dowla Behauder, son of the Nabob, rupees two thousand (2,000).

Ditto Ditto Ditto.

Done at Lucknow, the 1st Mohurram, 1241, Hegira, corresponding with the 17th August, 1825.

(Signed) MORDANT RICKETTS, *Resident.*

(Signed) AMHERST.

„ J. H. HARRINGTON.

„ W. B. BAYLEY.

Ratified by the Right Honourable the Governor General in Council, at Fort William in Bengal, the thirtieth day of September, one thousand eight hundred and twenty-five, A. D.

(Signed) GEO. SWINTON,
Secretary to Government.

Ghazee-ood-Deen Hyder died in 1827, and was succeeded by his son, Nusseer-ood Deen Hyder.

In 1829 Government consented to receive as a special loan the sum of 62,40,000, the interest of which to form a provision for certain members of His Majesty's family, as provided for in the following agreement.

No. LV.

TREATY containing eight ARTICLES with HIS MAJESTY the KING of OUDE, and the Government of the HONOURABLE the EAST INDIA COMPANY, through M. RICKETTS, ESQUIRE, Resident at Lucknow, in respect to a loan His Majesty has advanced in loan.

Article 1.

His Majesty the King of Oude has paid, and the Governor General in Council, on the part of the East India Company has received, in loan, the sum of Lucknow sicca rupees sixty-two lacks and forty thousand.

Article 2.

On the said principal sum, interest at the rate of 5 per cent. per annum, in quarterly payments, according to the English months, shall be paid from the treasury of the Resident.

Article 3.

The total of the yearly interest, is three hundred and twelve thousand rupees. This shall be paid in pension in four equal instalments, and in the proportions specified, to the following persons, during life, on their receipts under seal :

	Per men.	Per annum.
Nabob Mulky Zemana, - - -	10,000	1,20,000
„ Tauj Muhl, - - -	6,000	72,000
„ Mookhuddaree Aolia, - - -	6,000	72,000
„ Sultan Aulia, sister of the Prince, - - -	4,000	48,000
	<u>26,000</u>	<u>3,12,600</u>

Article 4.

When any of the above Pensioners may die, leaving an heir or heirs, at its election, the English Government may continue, ■ before, the pension to the heirs of the deceased or make over to them the principal sum proportionate to the pension in question, according to the rate before mentioned.

Article 5.

Should any of the said Pensioners, or succeeding her, her issue, die before His Majesty without heirs, in that case the lapsed pension will revert to His Majesty.

Article 6.

Should any of the said Pensioners above named reside in the territory of the English Company, the Resident at Lucknow shall remit to her there her established pension.

Article 7.

The said Pensioners, and after them their issue, who, on their decease, may first succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident for the time being, to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

Article 8.

The Resident will apply to the Right Honourable the Governor General in Council for a document to the effect of the foregoing, under his seal and signature and deliver the same when received to His Majesty.

Given on the 1st March, 1829, corresponding with the 24th Shaban, 1244, Hegira.

(Signed) M. RICKETTS,
Resident.

Governor General's
square
seal.

(Signed) W. C. BENTINCK,
„ W. B. BAYLEY,
„ C. T. METCALFE,

Ratified by the Right Honourable the Governor General in Council at Fort William in Bengal, the eighth day of May, one thousand eight hundred and twenty-nine.

(Signed) A. STERLING,
Secretary to Government.

In 1833, at the earnest request of His Majesty, the British Government consented to receive three lacks of rupees, and to guarantee the appropriation of the interest thereof to the charitable purposes specified in the following Deed:

OUDE.

No. LVI.

DEED of AGREEMENT between the KING of OUDE and the BRITISH GOVERNMENT, concerning the deposit of three lacks (3,00,000) of rupees, the interest to be given in perpetuity to the poor of LUCKNOW.

FIRST.—Seeing that deeds of charity and mercy are by the King of Kings, the great Creator of all things, commanded to be done of all men: and that particularly from Kings and Governors, who are distinguished among men and entrusted by Providence with wealth and riches, and with ample means whereby to provide for the protection, necessities and comforts of God's people, does an all-seeing Providence look for deeds of benevolence and charity; and further, seeing that the vanities of life are fading and perish in the using and leave no trace behind, and it is not only becoming and proper but gratifying to the best feelings of the mind to leave a memorial behind agreeably to the saying, that it is better for a man to leave a name behind him than a golden Palace." His Majesty the King of Oude, Aboon Nuseer, Kootbuodeen Solyman Jale Sultani Audil Nusherewane Zaman, remembering the commands of the King of Kings to feed the hungry, to clothe the naked, and to comfort the afflicted, does, of the treasures which Providence has bestowed on him, most freely and with unfeigned pleasure determine to endow a charity, which shall relieve the poor of his Capital, the city of Lucknow, now and through future generations, and remain a remembrance of his name and of his reign in after ages.

SECOND.—To this end, the King of Oude hereby places in the Residency treasury the sum of three lacks (3,00,000) of rupees to be lodged in the four per cent. loan of the British Government, the interest of which, being 12,000 rupees per annum, is to be paid at the rate of one thousand (1,000) rupees a month to the poor in perpetuity.

THIRD.—It shall not be optional with the future rulers of Oude, or with any power whatever, to resume this money or to appropriate it to any other purpose; on the contrary it is placed under the guarantee of the British Government, for the express end that it may for ever remain to be distributed to the poor, in the Name of His present Majesty, and its denomination shall be the charity of "Nuseer-ood-Deen Hyder, King of Oude."

FOURTH.—The King of Oude reposing great confidence upon the stability and good faith of the British Government, entirely entrusts the charity to the management and discretion of the Right Honourable Lord William Cavendish Bentinck, G.C.B., Governor General, and to all future Governors General of British India, under whatsoever denomination they may rule, and requests that they may be pleased to authorize their Residents or representatives at this Court to distribute the interest to real objects of charity, such as the lame, the maimed, the blind, the helpless aged, the lepers and those who are destitute; this will be an act acceptable to God and praised of men. To the watchful care of Providence, therefore, and to the known honour and good faith of the British Government is this charity committed, in the hope that through the same kind Providence, in all future generations, so long as this world lasts, the money may be devoted solely and entirely to the support of God's poor.

FIFTH.—The Right Honourable Lord William Cavendish Bentick, G.C.B. &c. Governor General of British India, hereby, on the part of the British Government, entirely approving of His Majesty's charitable intentions, guarantees that the interest of the sum of three lacks (3,00,000) of rupees at four (4) per cent. amounting monthly to one thousand (1,000) rupees, shall from the 1st of May, 1833, be paid in perpetuity to the poor of Lucknow, in accordance with the benevolent intentions set forth by the King of Oude in the foregoing articles.

Done this twelfth day of December, eighteen hundred and thirty-three (1833) at Fort William in Bengal.

OUDE.

In 1837 Nusseer-ood-Deen Hyder died, and ■■■ succeeded by his uncle, Mahomed Ali Shah, with whom the following Treaty ■■■ concluded :

No. LVII. -

TREATY between the Honourable EAST INDIA COMPANY and His Majesty ABOOL FUTTEH MOEEN-OD-DEEN NOWSHEREWAN-I-AUDIL SULTANI ZAMAN MOHUMMUD ALLI SHAH, King of Oude. ■

Whereas by the subsisting alliance between the Honourable the East India Company and the Oude States, the British Government is bound to defend the Oude territories against foreign and domestic enemies, the sovereign of Oude engaging to retain in his service only a small specified number of troops ; and whereas, while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude ■ large and expensive military force ; and whereas, experience has shown that the execution of all the provisions of the treaty of 1801 is attended with serious difficulty, and it is desirable and proper that ■ modified arrangement, consistent with the principles of that treaty and conducing to the prosperity and advantage of both States should be introduced ; and whereas, the restrictions as to the amount of military force to be employed by His Majesty the King of Oude may with propriety be relaxed, on condition that an adequate portion of the increased force shall be placed under British discipline and control, so as at once to promote the general interests of the Indian Empire, and in particular the dignity and safety of the King, providing at ■ reduced cost for the efficiency of his national military establishment : and whereas, Article 6th of the treaty of 1801, requires that the sovereign of Oude always advising with, and acting in conformity to the counsel of the officers of the Honourable Company, shall establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects and be calculated to secure the lives and property of the inhabitants, but provides no remedy for the neglect of that solemn and paramount obligation ; and whereas the infraction of this essential engagement of the treaty, and inattention to the first duty of a sovereign on the part of several successive rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people, and it is therefore just and proper that the defect alluded to in Article 6th of the treaty aforesaid, should be rectified ; the following provisions have accordingly been arranged and concluded on the one part by Lieutenant Colonel John Low, Resident at the Court of Lucknow, in the name and on behalf of the Right Honourable Lord Auckland, Governor General of India in Council, and on the other, by Abool Futteh Moeen-Ood-Deen Sultani Zaman Nowsherewan-i-Audil, Mohummud Alli Shah, King of Oude, for himself and his heirs ; and this agreement is to hold good from generation to generation, to the end of time.

Article 1.

Article third (3rd.) of the treaty, dated the tenth of November, ■■ thousand eight hundred and one, is hereby cancelled, and his Majesty the King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions. His Majesty engages, however, to make a suitable reduction of his establishment, when it may appear to the British Government, from its pressure on the finances of the country or other causes, to be obviously excessive. ■

Article 2.

The Honourable East India Company engages, as before, to defend the Oude State against all foreign and domestic enemies ; but it will be proper and advisable that His Majesty the King of Oude shall organize as a part of his augmented military establishment, a disciplined force for the general support of his authority within his dominions.

OUDE.

maintain (with such improvements as they may admit of) the native institutions and forms of administration within the assumed territories so as to facilitate the restoration of those territories to the Sovereign of Oude when the proper period for such restoration shall arrive.

Article 9.

All the other provisions and conditions of former treaties between the British Government and the Oude State which are not affected by the above convention are to remain in full force and effect.

The above treaty, consisting of nine articles, is executed at Lucknow, this eleventh day of September, in the year of our Lord one thousand eight hundred and thirty-seven, corresponding with the tenth day of Jamadossanee, twelve hundred and fifty-three Hegira.

(Signed) AUCKLAND.
 " A. ROSS.
 " W. MORISON.
 " H. SHAKESPEAR.

Square
 Persian Seal
 of the
 Governor General.

Ratified by the Governor General of India in Council, at Fort William in Bengal, this eighteenth day of September, one thousand eight hundred and thirty-seven.

(Signed) W. H. MACNAGHTEN,
 Secretary to the Government of India.

The Home Government disapproved of that part of the above Treaty which imposed on the Oude State the expence of the auxiliary force, and on the 8th of July, 1839, the King was informed that he was relieved from the cost of maintaining the auxiliary force, which the British Government had taken upon itself.

On the 7th May, 1842, Mahomed Ali Shah died, and was succeeded by his eldest son, Soorya Jah, under the title of Aboonzuffer Muslah-ood-Deen Soorya Jah Sultan, Audil Khakah Zuman, Mahomed Amjud Ali Shah Padshahi Oude.

• ROHILLAS.

The Rohillas are Affghans, of the Eusofzye tribe, who came into Hindoostan about the year 1720, under a chief named Daod Khan. They conquered the tract of country lying north-west of Oude between the Northern Hills and the Ganges. The Rohillas themselves followed no other profession than that of arms, and were always ready to sell their services to the best advantage, and, when not engaged in any of the wars to which the decline of the Empire gave rise, they employed their arms in mutual feuds and conflicting rapacity among themselves.

The Rohillas are believed never to have exceeded 80,000 in number, being in proportion to the Hindoo population as one to nine, or according to some accounts one to twenty-five. The Hindoos cultivated the soil, receiving for themselves a bare subsistence, while the rest of the produce went to their conquerors. The Rohillas were distinguished for turbulence, rapacity and perfidy. "Like the Rohillas, *pray with one hand and rob with the other*," had become a proverb in Hindoostan.

Daod Khan captured a youth of the Jaut tribe, whom he converted to the Mahomedan religion, named him Ali Mahomed, and adopted him as his son, to the prejudice of his own children.

Ali Mahomed succeeded Daod Khan, and under his rule the power of the Rohillas appears to have increased. He died in 1748, leaving six sons, one of whom was Fyzoolla Khan, but the chief authority devolved on Haffiz Rhamut, of whose origin nothing can be traced. It is said that he was a confidential officer of Ali Mahomed who entrusted him with the guardianship of his children, and having thus obtained the chief authority, Haffiz afterwards refused to relinquish it.

Ali Mahomed had persuaded the Rajah of Almorah to join him in a rebellion against the Emperor, Mahomed Shah. The Rajah accordingly sent 20,000 men to his assistance, but on the approach of the Imperial army Ali Mahomed found himself unequal to the contest, and prevailed on his ally, the Almorah Rajah, to allow him to take refuge with his army in the fastnesses of his country. Shortly afterwards the Imperial army left Rohilcund in order to oppose the Mahrattas. On this the Rohillas treacherously attacked the Rajah of

Almorah, plundered his country and carried away the most handsome of the women, and among others the daughter of the Rajah, whom Ali Mahomed took to himself: This Princess was the mother of Fyzoolla Khan.

The openness of the province of Oude to foreign invasion, through Rohilcund, combined with the habits and character of the Rohillas who, in hopes of plunder, were ever ready to invite and join any invasion, proved a continual source of alarm to the Nabob of Oude, who had long evinced a strong desire to have the Rohillas reduced to his authority.

Previously to Shah Alum's leaving Allahabad for Delhi in 1771 it appears that a confederacy had been formed between him, the Vizier of Oude and the Mahrattas for the reduction of Rohilcund.

The Vizier Shujah-ool-Dowla soon perceived the impolicy of his making common cause with the Mahrattas against the Rohillas, as, if they once obtained a footing in Rohilcund, he would himself be their next victim; besides, by openly joining them, he would forfeit all the advantages of his alliance with the English. He therefore determined not to adhere to the confederacy.

His Highness was, however, in great dread of the resentment of the Mahrattas, who were advancing for the purpose of reducing the Rohillas and with the avowed intention of afterwards invading Oude.

At this juncture the Vizier requested an interview with the Commander in Chief, Sir Robert Barker, then at Benares, on his way to Allahabad, for the purpose of devising measures for the protection of His Highness's interests.

An interview accordingly took place at Fyzabad early in January 1772. The Vizier represented his danger in strong terms, and claimed the aid of British troops for the defence of his dominions, ■ stipulated in Lord Clive's treaty, offering an assignment on the revenues of Ghazeepore to meet their expence.

Being fully satisfied of the urgency of the case, Sir Robert Barker, without reference to the Council or duly advising them of the real posture of affairs, ordered up the 1st Brigade from Dinapore.

This order was countermanded on the 17th March; but the Council having in the mean time obtained a full knowledge of the actual state of affairs removed the prohibition on the 16th of April following.

The Vizier proceeded with all his available force to Shahabad on the North-west frontier of his dominions. In order to give weight to his proceedings, and at his own earnest request, His Highness was accompanied by Sir R. Barker and several other British Officers.

Haffiz Rhamut, the chief of the Rohillas, who occupied territory on the left bank of the Ganges, implored the Vizier's protection against the Mahrattas, sending a *carte blanche* ■ to terms in order that His Highness might insert his own. Sir Robert Barker guaranteed to Haffiz Rhamut the safety of his dominions towards Oude and thus enabled him to move with all his force to the assistance of Zabita Khan, then defending the fords of the Ganges. Madajee Scindia effected the passage of the Ganges under cover of his artillery, engaged, and completely routed the Rohillas, who made but a contemptible resistance. Haffiz Rhamut and the Rohillas then retired Northward towards the foot of the hills. The position of the Nabob Vizier's army and the knowledge that a British Brigade was on the march to join him, deterred the Mahrattas from following up their victory and at once annihilating the power of the Rohillas. They ravaged the Rohilla country in the vicinity of the river, but kept their army together without daring to advance during the remainder of the season for active operations, and on the approach of the rains they re-crossed the Ganges.

The conduct of Haffiz Rhamut towards the Vizier was throughout evasive and prevaricating. He at first, when his danger was imminent, implored the Vizier's protection on any terms. He afterwards offered 50 and then 60 lacs, but, to use the words of Sir R. Barker, he retracted in the evening what he had promised in the morning.

The following formal Treaty and Agreement were, however, settled and signed in the presence of Sir R. Barker. Zabita Khan, whose territories lay on the right side of the Ganges, was only ■ party to the treaty of alliance and not to the agreement for the payment of 40 lacs on the conditions specified:

No. LVIII.

TRANSLATION of ■ TREATY entered into between the VIZIER of the EMPIRE, SHUJAH-UL-DOWLA and the ROHILLA SIRDARS, reciprocally interchanged.

■ AGREEMENT.

First.—Friendship is established between us, and we, Haffiz Rhamut Khan and Zabita Khan and all the other Rohilla Sirdars, great and small, have agreed and determined with the Vizier of the empire Shujah-ul-Dowla, that we adhere to the substance of this writing, and never deviate from this agreement; that we esteem his friends as our friends, and his enemies as our enemies, and that we, and our heirs, during our lives shall adhere firmly to this our oath and agreement, that we shall be united and joined together for the protection of the

OUDE.

country of the Vizier of the empire and of our own country, and if any enemy (which God forbid) should make an attempt against us and the Vizier, we, the Rohilla Sirdars and the Vizier of the empire, shall use our joint endeavours to oppose him; we also, all the Rohilla Sirdars, shall also join and unite in any measures that may be determined by the Vizier of the empire for the benefit of the Nabob Mahommed Zabita Khan. We, both parties, swear by the Almighty, his Prophet, and the sacred Koran, that we will firmly adhere to this solemn agreement, nor ever deviate from this our treaty.

This treaty confirmed by oath, and sealed in the presence of General Sir Robert Barker.

Written on the 11th of the month Rubba-ul-awwal, 1186 Hegira, or 13th June, 1772.

(Signed)

WILLIAM DAVY,
Persian Interpreter.

Translation of the Agreement given by Haffiz Rhamut Khan to the Vizier.

As the Vizier of the Empire, the Nabob Shujah-ul-Dowla, will put the Rohilla Sirdars in full possession of their country, it is at his own option to effect it, either by peace or war should the Mahrattas at this time without coming to an engagement, or peace being established across the river, and retreat, owing to the rainy season, and after that is elapsed commit disturbances in the country of the Rohillas, the quelling of these disturbances shall belong to the Vizier. The Rohilla Sirdars, after the aforesaid business, do agree to pay the sum of 40 lacks of rupees on the following terms: viz. as the Mahrattas are now committing disorders in the country of the Rohillas, the Vizier shall march from Shahabad to such place as may be thought proper to arrive at, in order that the Rohilla dependents may come out of the jungles and arrive at their own homes. The sum of ten lacks of rupees shall then be paid in ready money, in part of the stipulation, and 30 lacks of rupees shall be discharged in three years, beginning from the Fussellee year 1186.

This agreement is sealed in the presence of General Sir Robert Barker.

The Mahrattas resumed the war against the Rohillas in 1773, but their efforts to penetrate into the country were completely baffled by the operations of Sir R. Barker and the Vizier. At last, despairing of success, they abandoned the enterprize and proceeded to the Deccan.

Although the conditions upon which Haffiz Rhamut had agreed to pay the Nabob Vizier 40 lacs of rupees had been strictly fulfilled, he evaded payment.

In consequence of this gross breach of engagement, and the danger to which the Vizier's dominions and eventually those of the Company were exposed, from Rohilcund, the Nabob Vizier at an interview with Warren Hastings, which took place at Benares, 19th August, obtained a promise of the assistance of British troops in reducing the Rohillas.

The Vizier soon after applied for the fulfilment of this promise, and on the 26th November it was resolved to comply with his request for the aid of British troops for the reduction of his perfidious and dangerous neighbours.

In accordance with this determination, the 2d Brigade of the Company's army, under the command of Colonel Champion, entered Rohilcund early in April 1774, together with the Vizier's army, and on the 23d of the same month defeated the Rohillas in a battle in which Haffiz Rhamut fell. He was succeeded by Fyzoolla Khan, who retired with the remains of the Rohilla army to Lall Dangah, a strong position near the Hills.

On the 6th October, Colonel Champion reported that an accommodation had been effected between the Nabob Vizier and Fyzoolla Khan, who had entered into the following Engagements:

LIX.

COPY of a TREATY, under the hands and seals of the NABOB SHUJAH-UL-DOWLA BEHAUDER, and COLONEL CHAMPION, 1774.

A friendship having been entered into between me and Fyzoollah Khan, I have agreed to give him the country of Rampore and some other districts dependent thereupon, producing altogether an annual revenue of 14,75,000 rupees, and I have stipulated, that Fyzoollah Khan shall retain in his service five thousand troops, and not a single man more; I therefore give this written engagement, that I will, at all times, and on all occasions, support the honour and character of Fyzoollah Khan, and will promote his interest and advantage

to the utmost of my power, upon the following conditions: That Fyzoollah Khan shall enter into no connection with any person but myself, and that he shall hold no correspondence with any person, except the English Chiefs. That he shall consider my friends as his friends, and my enemies as his enemies; and that with whomsoever I shall make war, Fyzoollah Khan shall send two or three thousand men, according to his ability, to join my forces; and, if I march in person, Fyzoollah Khan shall himself accompany me with his troops. And if on account of the smallness of the number of the forces he is to retain in his service, he is not able to accompany me, I will then appoint him three or four thousand more troops, that he may accompany me with a good army, and I will be at the expence of supporting them. Upon the performance of these conditions, I have agreed to give the said countries, at the aforementioned revenue, to Fyzoollah Khan, and to promote his interest and advantage to the utmost of my power.

If Fyzoollah Khan fulfil the articles of this treaty, and adheres steadily to it, God willing, I will not neglect whatever may be for his advantage.

He shall send the remainder of the Rohillas on the other side of the river.

I have sworn by the holy Koran, calling God and His Prophet to witness to the performance of these articles.

Colonel
Champion's
Seal.

Rajab 1188.

The
Vizier's
Seal.

No. LX.

COPY of a TREATY, under the Hands and Seals of FYZOOLLAH KHAN and
COLONEL CHAMPION, 1774.

A friendship having taken place between the Nabob Vizier-ul-Moolk Behauder and me, and the Nabob Vizier having been graciously pleased to bestow on me a country, I have sworn on the holy Koran, calling God and his Prophet to witness to what I engage, that I will always, whilst I live, continue in submission and obedience to the Nabob Vizier. That I will retain in my service five thousand men, stipulated by the Nabob Vizier, and not a single man more. That with whomsoever the Nabob Vizier shall engage in hostilities, I will assist him; and that if the Nabob Vizier shall send an army against any enemy, I will also send two or three thousand of my troops to join them; and if he goes in person against any enemy I will personally attend him with my forces. That I will have no connection with any person, but the Nabob Vizier, and will hold no correspondence with any one, the English Chiefs excepted. That whatsoever the Nabob Vizier directs I will execute; and that I will at all times, and on all occasions, both in adversity and prosperity, continue his firm associate.

I have sworn on the holy Koran, calling God and his Prophet to witness to the performance of these articles: may God and his Prophet punish me if I act contrary to them.

Seal of
Colonel
Champion.

Rajab 1188.*

Seal of
Fyzoollah
Khan.

In the early part of 1778, rumours obtained at Lucknow, to the effect that Fyzoolla Khan entertained hostile designs against the Vizier, that he had augmented his forces beyond the limit fixed by the foregoing treaty, and held secret correspondence with the Sikhs. While on the other hand, Fyzoolla Khan, from an apprehension of Asaf-ul-Dowla's resuming his possession, earnestly prayed for a renewal of the treaty under the Company's guarantee. On inquiry, the reports of Fyzoolla Khan's suspicious proceedings proved to be without foundation, and the treaty between him and the late Vizier was renewed, under the guarantee of the Company. The renewed Treaty being in substance the same as the preceding, is not inserted.

OUDE.

The obligation on the part of Fyzoolla Khan to furnish the Vizier in time of war with a contingent of 3000 was in 1783 commuted to a money payment of 15 lacs.

No. LXV.

TRANSLATION of a writing given by MAJOR WILLIAM PALMER to the NABOB FYZOOLLAH KHAN.



(Signed) J. P. AURIOL,
Secretary.

Whereas, treaties of various articles having subsisted for merely between the late Vizier Shujah-ul-Dowla, and the present Vizier Ausuf-ul-Dowla, with the Nabob Fyzoollah Khan, one article contained in those treaties was, that the Nabob Fyzoollah Khan should, whenever His Excellency sent his troops upon service, supply a force to join them, of two or three thousand men. This has been the occasion of disputes and doubts between the parties, therefore the Nabob Fyzoollah Khan has, through me, requested His Excellency the Vizier to remit that article by which he is bound to supply a force occasionally; instead of which he agrees to pay fifteen lacks of rupees in the following manner: five lacks to be paid immediately, five lacks in the Khereeef, and two lacks in the Rubby of the year 1191 Fussellee; and the remaining three lacks in the beginning of the Khereeef of the Fussellee year 1192. His Excellency the Vizier has also agreed upon these conditions to remit the obligation by that article in the former treaties from this date, the fourteenth of Rubby-ul-Awul in the Hegira year 1197, the rest of the articles remaining in full force. I, who am deputed on the part of his Excellency the Vizier, and the gentlemen of the Council, engage that the Nabob Vizier shall not expect a supply of troops, and should he demand it the gentlemen with him, on the part of the gentlemen of the Council, shall remonstrate against his demands, provided the Nabob Fyzoollah Khan complies with all the articles contained in the treaty between His Excellency and him, excepting that article by which he is to supply a force, and that the Nabob Fyzoollah Khan do not encourage, or protect the farmers of the Nabob's country in his own country. His Excellency the Vizier will, on his part, comply with the articles of the former treaty, and the officers of his Government will not protect or encourage any of Fyzoollah Khan's farmers in their districts. I agree to have the treaty on the part of His Excellency the Vizier for disengaging the Nabob Fyzoollah Khan from the obligation of supplying a force, and the paper of guarantee from the gentlemen of the Council, wrote and sent to the Nabob Fyzoollah Khan.

Dated the 14th of Rubby-ul-Awul 1197, Hegira, or 17th of the month of February, English, 1783.

Agreed in Council at Fort William, 30th June, 1783.

(Signed) WARREN HASTINGS.
" EDWARD WHELER.
" JOHN MCPHERSON.
" JOHN STUBBS.

(A true translation.)

(Signed) ROBERT GREGORY,
Assistant to the Resident, at the Vizier's Court.

On the death of Fyzoolla Khan the succession to the Rampoorra jaghire was disputed by his sons. Mahomed Ali Khan, the eldest son, was murdered by his brother Goolam Mahomed Khan, who usurped the jaghire. As it was held under the guarantee of the Company, military aid was given to the Vizier in reducing his rebel vassal and placing Ahmed Ali Khan, the son of Mahomed Ali Khan, who had been murdered, and grandson of Fyzoolla Khan in possession of the jaghire. An action took place in which the usurper's army was defeated by Sir R. Abercromby, when the following arrangements were agreed upon:

TREATY with the NABOB AUSUF-UL-DOWLA and the CHIEF of the ROHILLAS,
1794, with Appendix.

Engagement of guarantee by the Honourable the English East India Company, between the Vizier-ul-Momalik Hindostan, Nabob Ausuf-ul-Dowla, Ausuf Jah Yeheha Khan Behauder, Huzzubber Jung, and the Nabob Ahmed Ally Khan Behauder.

Whereas, by a preliminary engagement,* dated the 5th Jemmadie-ul-Awul, 1209, Hegira, corresponding with the 29th November, 1794, of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the Honourable the English East India Company, and of the Nabob Nussur Ulla Khan Behauder, on the part of the Rohilla army, a copy of which is annexed, the said Company have agreed to be the guarantee to the performance of the stipulations thereof, by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on one part, and by the Nabob Nussur Ulla Khan Behauder on the other; accordingly the said George Frederick Cherry agrees, in the name of the Honourable Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, to the following articles:

Article 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having declared, by the second article of the said preliminary engagement, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, the Honourable the English East India Company engage, pursuant to the said article of the said engagement, that the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall not give any trouble to the said family and their adherents, on account of any act committed by them, prior to the 5th of Jemmadie-ul-Awul, 1209 Hegira.

Article 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having, by the fourth article of the said engagement, declared that he will grant a jaghire, in the name of Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, a sunnud or deed of grant, bearing his seal, and containing on the back thereof, the names of the Mohals, with the jumma of each, comprising the jaghire, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, the said Company engage to guarantee the possessions of the said Mohals to the said Nabob Ahmed Ally Khan Behauder, according to the conditions expressed in the said sunnud, and free from demands on account of Jowfeer.

Article 3.

It having been agreed, in the fourth article of the said engagement, that the Nabob Nussur Ulla Khan Behauder, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder, and the manager of the jaghire until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years; the said Company hereby agree to acknowledge this nomination, and to consider the seal of the said Nabob Nussur Ulla Khan Behauder, so long as he remains the guardian of the said Nabob Ahmed Ally Khan Behauder, and the manager of the jaghire, as the seal of the said Nabob Ahmed Ally Khan Behauder.

Article 4.

It having been agreed in the third article of the said engagement, that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the said Company, and the said Company having accordingly received the sum of three lacks and twenty-two thousand gold mohurs in deposit, which sum of three lacks and twenty-two thousand gold mohurs has been paid to the Nabob

OUDE.

Vizier-ul-Momalik Ausuf Jah Behauder, ■ ■ ■ nuzzeranud from the said Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all right of zabtee, or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, the Company agree that there shall be no further pecuniary demands among the parties concerned in these engagements, on any account whatever, arising from them.

Article 5.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, the said Company agree, that this engagement of guarantee shall remain in full force, and no new engagement of guarantee shall be necessary; and if (which God forbid) the Nabob Nussur Ulla Khan Behauder shall die, or, on any account, be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder, and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select ■ person from among the tribe of Rohillas, and shall nominate such person to the said office.

Article 6.

The said Nabob Nussur Ulla Khan Behauder having entered into a kabooleat or engagement to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, bearing date the 7th of Jemmadie-ul-Saany, 1209 Hegira, on the part of the said Nabob Ahmed Ally Khan Behauder, the said Company agree to guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder the performance of the said kabooleat, by the Nabob Nussur Ulla Khan Behauder, on the part of the said Nabob Ahmed Ally Khan Behauder, and will consider any deviation therefrom ■ breach of the allegiance and fidelity due from the said Nabob Ahmed Ally Khan Behauder to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder.

Article 7.

This engagement being signed and sealed by the said George Frederick Cherry, on the part of the said Company, and ratified by the signature of the Honourable Sir John Shore, Baronet, Governor General, and the seal of the said Company, in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said Nabob Nussur Ulla Khan Behauder. In like manner, the kabooleat or engagement mentioned in the sixth article hereof, bearing the seal of the said Nabob Nussur Ulla Khan Behauder, being executed in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry; and the Sunnud, bearing the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, specified in the second article hereof, has been delivered to the Nabob Ahmed Ally Khan Behauder, of which ■ copy has been delivered to the said George Frederick Cherry, attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 13th of December, 1794.

(Signed) G. F. CHERRY,
Resident.

Ratified at Fort William, under the signature of the Honourable Sir John Shore, Baronet, Governor-General, and the seal of the Honourable the English East India Company, this 6th day of March, 1795.

(Signed) J. SHORE.

APPENDIX No. I.

Translation of the preliminary Engagement between the Nabob Vizies-ul-Momalik Asuf Jah, Ausuf-ul-Dowla Yeheha Khan Behauder, Huzzubber Jung, the English Company, and the Rohilla tribe.

Article 1.

When this preliminary engagement shall be executed, hostilities shall cease between the Nabob Vizier-ul-Mamolik Ausuf Jah Behauder and his allies in the Rohilla army.

Article 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder agrees, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed : * thus Golam Mahomed Khan has delivered an account of the treasure which was left by the Nabob Fyzoollah Khan, at his death, to the period that he had charge of it. From that treasure the sum of one lack and four thousand gold mohurs has been expended since Golam Mahomed Khan left the Rohilla camp ; this being deducted, the balance is the sum demanded.

Article 3.

The Rohilla army agree, that they will give over in deposit to the Company whatever may remain of the treasure of the family of Fyzoollah Khan, deceased.

Article 4.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder agrees, that he will bestow on Ahmed Ally Khan, the grandson of the Nabob Fyzoollah Khan, deceased, Mehals in jaghire, at the annual jumma of ten lacks of rupees, and that the town of Rampore shall be a part of the said jaghire ; and as Ahmed Ally Khan is a minor, therefore Nussur Ulla Khan Behauder, son of Abdoola Khan, deceased, shall be nominated the guardian of Ahmed Ally Khan, and the manager of the said jaghire, until Ahmed Ally Khan shall arrive at the age of — years.

Article 5.

When the Rohilla army shall have given over the treasure, as is expressed in the third article, the armies of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder and of the English Company, shall march away from hence, and the Rohilla army shall disperse and go wherever they think proper.

Done at Puttaghaut, in the English camp, this 5th of Jemmadie-ul-Awul, 1209 Hegira.

(The seal of the Nabob Vizier-ul-Momalik Ausuf-ul-Dowla
Ausuf Jah Yeheha Khan Behauder, Huzzubber Jung.)

L. S.

The seal of Mr. George Frederick Cherry, on the part of
the English Company, as guarantee to the above articles.)

L. S.

(The seal of Nussur Ulla Khan.)

L. S.

APPENDIX No. II.

Translation of the Kabooleat, or Engagement, entered into by the Nabob Ahmed Ally Khan Behauder, to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder.

Whereas, by a preliminary engagement,† dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November, 1794 of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the English East India Company, and of the Nabob Nussur Ulla Khan Behauder, on the part of the Rohilla tribe, a copy of which is annexed ; certain stipulations were agreed to by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on one part, and by the said Rohilla tribe on the other ; accordingly I, the said Nussur Ulla Khan Behauder, being thereby nominated to be the guardian of the Nabob

* This sentence belongs to the third article, but being subsequently added to the preliminary engagement, was written under the second article by mistake.

† Appendix No. 1.

OUDE.

Ahmed Ally Khan Behauder, and the manager of the jaghire therein mentioned, agree for myself, as the guardian of the said Nabob Ahmed Ally Khan Behauder, and as the manager of the jaghire, and for the said Nabob Ahmed Ally Khan Behauder, as the jaghiredar, to the following articles :

Article 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having declared, by the second article of the said preliminary engagement, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, I engage, pursuant to the said article of the said engagement, that there shall not be any trouble given to any one of the said family, or their adherents, on account of any act committed by them prior to the 5th Jemmadie-ul-Awul, 1209 Hegira.

Article 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having, by the fourth article of the said engagement, declared, that he will grant a jaghire, in the name of the Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, a sunnud, or deed of grant, bearing his seal, and containing on the back thereof the names of the Mehals, with the jumma of each, composing the jaghire, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, I agree to educate the said Nabob Ahmed Ally Khan Behauder in the principles of true obedience and fidelity to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and in conformity to the conditions expressed in the said sunnud, that I will manage the jaghire according to those conditions, and that I will, to the best of my abilities, impress on the minds of all the Rohillas, and others subsisting on the produce of the said jaghire, gratitude to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, for his benevolence to them, and fidelity and allegiance to him, through their jaghiredar, the said Nabob Ahmed Ally Khan Behauder.

Article 3.

It having been agreed in the fourth article of the said engagement, that I, Nussur Ulla Khan, son of the Nabob Abdoolla Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder, and the manager of the jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I promise that, having in view the benefit of the Nabob Ahmed Ally Khan Behauder, I will execute this duty to the best of my abilities.

Article 4.

It having been agreed in the third article of the said engagement, that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the English East India Company, and the said Company having accordingly received the sum of three lacks and twenty-two thousand gold mohurs in deposit, which sum has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, as a nuzuranna from the Nabob Ahmed Ally Khan Behauder, for the jaghire, and in lieu of all the rights of zabtee, or confiscation of the property of the late Nabob Fyzoollah Khan, and Mahomed Ally Khan, deceased, I agree that there shall be no further pecuniary demands among the parties concerned in these engagements, on any account whatever, arising from them.

Article 5.

I promise that Golam Mahomed Khan shall not, at any time, reside in any place within the jaghire nor exercise any influence or authority in the management thereof, nor in the affairs of the said Nabob Ahmed Ally Khan Behauder.

Article 6.

I promise that the sum of one thousand five hundred Lucknow sicca rupees per month shall be paid to the said Company at Lucknow, beginning with the 1st of December, 1794 Christian era, or 6th of Jemmadie-ul-Awul, 1209 Hegira, from the produce of the jaghire, for the support of the said Golam Mahomed Khan.

Article VII.

I promise that the sums undermentioned shall be paid monthly, at Rampore, to the sons of the Nabob Fyzoolah Khan, deceased, as specified herein for their support, from the beginning of the Fussellee year 1202.

Hossin Ally Khan,	-	-	Sicca Rupees	2,000	0
Futteh Ally Khan,	-	-	"	2,000	0
Nizam Ally Khan,	-	-	"	2,000	0
Yacoob Ally Khan,	-	-	"	1,666	10½
Cossim Ally Khan,	-	-	"	1,666	10½
Curraem Ullah Khan	-	-	"	1,666	10½

Article 8.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I agree that this kabooleat shall remain in full force, and no new kabooleat shall be necessary. And if, (which God forbid,) I should die, or on any account be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder, and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

Article 9.

I agree that by virtue of an engagement, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, and bearing the seal and signature of the said George Frederick Cherry, on the part of the said Company, and ratified by the Honourable Sir John Shore, Baronet, Governor General, in two counterparts, one counterpart whereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other I have received, the said Company are guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, for the performance of this engagement, or kabooleat, on the part of the Nabob Ahmed Ally Khan Behauder, of which I have affixed my seal to two counterparts, whereof one has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry, and to the said Nabob Ahmed Ally Khan Behauder, for the possession of the jaghire granted to him by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, by virtue of the sunnud mentioned in the second article hereof, a copy of which the said George Frederick Cherry has received, attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 30th December, 1794.

(A true translation.)

(Signed)

G. F. CHERRY,

Resident.

APPENDIX No. III.

Translation of the Deed of Acknowledgement, entered unto by the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, to the Honourable the English East India Company.

Whereas, the Honourable the English East India Company have by an engagement of guarantee, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, bearing the seal and signature of Mr. George Frederick Cherry, Resident at my Court, on the part of the said Company, and the signature of the Honourable Sir John Shore, Baronet, Governor General of the affairs of the said Company in India, and the seal of the said Company, in two counterparts, of which I have received one, and the other has been delivered to Nussur Ulla Khan Behauder, become guarantee to me, for the full performance of the conditions contained in an engagement, or kabooleat, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, in two counterparts, under the seal of Nussur Ulla Khan Behauder, of which I have received one counterpart, and the other has been delivered to the said George Frederick Cherry, and by the said engagement of guarantee the said Company have also become the guarantee to the Nabob Ahmed Ally Khan Behauder, for the possession of the Mehals bestowed in jaghire by me to the said Nabob Ahmed Ally Khan Behauder, according to sunnud, bearing my seal, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, containing on the back

OUDE.

thereof, the ~~■■■■■~~ of the Mehals, with the jumma of each, comprising the jag-hire, free from demands on account of jowfeer, which sunnud has been delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, and a copy thereof, attested with my seal as a true copy, has been given to the said George Frederick Cherry, I accordingly hereby acknowledge, that I consent to the conditions contained in the said engagement of guarantee.

Done at Bareilly, the 7th Jemmadie-ul-Saany, 1209 Hegira.

N. B. The Sunnud has been translated and transmitted, a number in my address dated the 29th January 1795.

(A true translation.)

(Signed) G. F. CHERRY,
Resident.

APPENDIX No. IV.

Translation of the Wrijbul Arz, delivered by Nussur Ulla Khan, with the answers written to each question.

Received 30th December, 1794.

Question 1.

The family of Golam Mahomed, Khan will reside, for the present, in the house at Rampore; and when he shall send for them, let their departure, or stay, depend on the pleasure of the Begum.

Answer 1.

Golam Mahomed Khan will act as he pleases, with respect to the residence of his family.

Question 2.

Let no impediment be thrown in the way of the payments of the arrears to the Circar, debts and tekarry, &c. which may be due from any one, ryots, and those in the Mehals, which are separated from the jaghire of the late Nabob, let a perwannah be given by the presence to the Nazim of Bareilly, to cause these dues to be paid according to accounts.

Answer 2.

The jaghiredar has nothing to do with the arrears, debts, and tekarry, of the Circar of Fyzoollah Khan, deceased, in those Mehals, which have been resumed.

Question 3.

Let those portions of land, the property of the Affghans, officers, &c. in the old jaghire, which were bestowed on them by Fyzoollah Khan, be confirmed, and continued to them.

Answer 3.

This rests with the jaghiredar in the Mehals of his jaghire.

Question 4.

Toolseram Khajanchee, who, in consequence of the events of the times, went away and retired to Delhi, where the people belonging to Shaw Nizam-ud-Deen and the Mahrattas molest him, and do not permit him to return; as the accounts of the Circar, those of the troops, and of the jaghire depend upon him, I hope that His Excellency will write to the Nazims of Delhi to prevent them from giving Toolseram molestation, that he may come here, and be replaced in his charge.

Answer 4.

The letter has been written by His Excellency.

Question 5.

Whatsoever property may have been forcibly seized by any one, at the time of the flight from Rampore, I hope an order may be issued by the Presence to the Nazim of Bareilly, to restore it to the proprietor on investigation.

Answer 5.

An answer, founded on justice, will be given by the Presence, to whoever shall apply for his property and effects.

Question 6.

The Circar Chucks, which were purchased by Fyzoollah Khan from Rajah Khanmul, deceased, and have to this time been possessed by him, I now hope that an order may be issued to the Nazim of Bareilly to release them.

Answer 6.

Whatever ~~am~~ situated in, and belong to the Mehals of the jaghire, are released by His Excellency's sunnud.

OUDE.

Question 7.

There ~~are~~ several places, lands, and Chucks of villages, purchased by Sunnoo Khan, Golam Ally - ud - Deen Khan, &c. and other Affghans, which are exempt from the revenue of the Circar lands, and have been possessed by those persons, until they went to the foot of the hills; I hope that ~~a~~ perwannah of exemption will now be issued to the Nazim of Bareilly.

Answer 7.

The jaghiredar possesses the power of this article in the Mehals belonging to his jaghire.

Question 8.

I hope ~~an~~ order may be issued to the Nazim of Bareilly, relative to those who may reside in the villages belonging to the Vizier, and may commit robberies in the jaghire of Ahmed Ally Khan, and that the perwannah may be to this effect: "on investigation to punish the thieves, and to return the stolen property to the inhabitants of the jaghire."

Answer 8.

In this respect, whatever was the custom during the time of Fyzoollah Khan, will now be adhered to.

Question 9.

Let the duties receivable on the merchandize of the Affghans be continued as they were formerly, and let not the custom-house officers of the Circar demand more.

Answer 9.

The rule observed during the time of Fyzoollah Khan, in this respect, will now be adhered to.

Question 10.

During the time of Fyzoollah Khan, the concerns Dodositud of the time of Haffiz Ramut, be they with whom they will, were stopped by the Vizier, so that ~~no~~ one could be molested on account of old concerns; now also, should any one apply to the Presence in this respect, let them not be listened to.

Answer 10.

The former custom in this respect is continued.

Question 11.

The village Saheb Gunge, in pergunnah Huzrutnagon, exempt from revenue, was bestowed in jaghire by Fyzoollah Khan on Sahet Roy, deceased; I hope that a perwannah may now be granted, continuing this village free.

Answer 11.

If this village comes within the Mehals of the jaghire, it rests with the jaghiredar.

Dated the 30th December, 1794, or 7th Jemmadie-ul-Saany, 1209 Hegira.

(A true copy and translation)

(Signed). G. F. CHERRY,
Resident.

OUDE.

As the whole of Rohilcund, with the exception of the Rampoor Jaghire, was ceded to the Company by the treaty of 1801, a question subsequently arose as to whether that Jaghire was to be considered as held under the Vizier or the Company. It was originally granted by the Vizier and not being included in the cession it was argued that it continued a dependency of Oude.

On the other hand it was contended that the omission to provide for this point in the treaty was obviously accidental, as it could never have been intended that the Nabob of Oude should interfere in the affairs of a Jaghire encircled by British territory. It was finally decided that the Nabob of Oude should not interfere in the affairs of the Rampoor Jaghire.

BENARES.**BENARES.**

The districts of Benares, Ghazeepore and Juanpore was held by Rajah Bulwant Sing as zemindarry from the Soubadar of Oude.

Bulwant Sing joined Shah Alum and Shujah-ul-Dowla, the Nabob Vizier of Oude, in their invasion of Behar in 1763. After the battle of Buxar, he, like the King, abandoned the Vizier and joined the English; but it does not appear that he rendered any conspicuous service.

Among the arrangements contemplated with the King, in consequence of the continued hostilities with the Vizier, was the assignment of Bulwant Sing's zemindarry to the Company. (Vide No. 31, page 56.)

Lord Clive did not approve of this proposal, and in the Treaty which his Lordship concluded with the Vizier in 1765, No. 38, Benares was restored to His Highness upon condition of his continuing Bulwant Sing as Zemindar on the same conditions as existed before he came over to the English.

Bulwant Sing had no sunnud for his zemindarry, which he appears to have held before he became connected with the English, upon no better tenure than the Soubadar of Oude's pleasure. But for the interference of the Company's Government, the jaghire would, in all probability, have been resumed upon the demise of Bulwant Sing, he was however, succeeded by his son, Cheyt Sing, in whose behalf the Governor General, Warren Hastings, obtained from the Vizier the following sunnud for the zemindarry:

No. LXIII.

TRANSLATION of the new COWLNAME, or AGREEMENT, given by the NABOB SHUJAH-UL-DOWLA to RAJAH CHEYT SING.

The affairs of the Zemindarry and Tahud of the Circar of Benares, and Circar Chunarah, and of the Mehals of Juanpoor, Bejeypoor, Buddohy, Suknesegurrah, Mulboos Khans, Circar Gazeepoor, Likinderpoor, Kereed Shadheyabad, Joppeh Serinch, &c., which were under the charge of Rajah Bulwant Sing deceased, I do hereby grant and confirm unto you, upon their former footing: it is necessary that, after deducting the nankar and half of the jaghire of Buddohy, you monthly and annually pay into the treasury of the Circar the established and stated payments. By the favour of God, whatever is promotive of your honour shall be performed, and exclusive of the jumma specified in the kabooleat of the present Fussullee year 1178, no increase shall ever hereafter be demanded, and if you remain firm and steady in your obedience and in the payment of your rents, no harm shall, by any means, happen to your ryots or country. By the word of God, and of the Holy Koran, and of the blessed Imaums, this agreement is made between me and my heirs, and you and your heirs, and it shall never be deviated from. Dated this 18th day of the moon Jemmadie-ul-Saani, in the year 1177 Hegira, answering to the 6th September, 1773, English style.

(A true translation.)

(Signed)

WILLIAM REDFEARN,

Persian Translator.

Translation of the Pottah given by the Nabob Shujah-ul-Dowla, to Rajah Cheyt Sing.

The Circar of Benares and Chunarah, and the Mehals of the Circar of Juanpoor, &c. including land rents, and Sayer duties, and Haveli Mahomedabad (Benares), Mulboos Khans, Pergunnah Booder, &c. Talook of Sekinra Mow, in the dependencies of the Pergunnah Khaundas, Pergunnah Buddohy, Luknesegur,

Bejeypoor, Circar Gazeepoor, Pergunnah, Sikinderpoor, Khareed Shadeyabad, and Joppeh Serinch, &c. land-rents and Sayer duties included; after deducting the dustoor Dewanny, Nankar, half of the jaghire of Buddohy, and the other exempted jaghires, and whatever has formerly been allowed as deductions; I do now fully grant and make over to you, in the terms of your kabooleat, from the first of Khareef, 1178, in consideration of the sum of Benares Cum Sunna Rupees 22,48,449, Assel and Ezafa, as specified underneath, clear of all expences of Sebundy. It is necessary that you pay the above sum to the Circar, according to the stated and established kists, year by year; and by the favour of God there shall never be any deviation from this agreement.

BENARES.

PARTICULARS, VIZ.

Paid by Rajah Bulwant Sing, as follows :—

Benares	-	-	-	-	-	-	12,00,607
Buddohy	-	-	-	-	-	-	1,30,000
Lucknesegur	-	-	-	-	-	-	16,000
Bejeypoor	-	-	-	-	-	-	2,00,000
Gazepoor	-	-	-	-	-	-	5,00,000
Shadeyabad	-	-	-	-	-	-	40,000
							<hr/>
							20,86,607
Deduct Nankar, half of the jaghire of Buddohy and Altemgah, &c.	-	-	-	-	-	-	88,158
							<hr/>
Net Revenue paid by Rajah Bulwant Sing	-	-	-	-	-	-	19,98,449
Increase settled with Rajah Cheyt Sing	-	-	-	-	-	-	2,50,000
							<hr/>
Net Revenue to be paid by Rajah Cheyt Sing	-	-	-	-	-	-	22,48,449

Dated the 27th of Rejub, in the year of the Hegira 1184.

(A true translation.)

(Signed)

WM. REDFEARN,
*Persian Translator.**From the Governor to Rajah Cheyt Sing.*

At this time, the Vizier of the Empire having given you an agreement, under his hand and seal, which I have countersigned, and also affixed my seal to, it is necessary that, conformably thereto, and according to the treaty concluded at Allahabad by Lord Clive and the Vizier, respecting Rajah Bulwant Sing, your deceased father, you, with the greatest cheerfulness pay to the Vizier the rents thereby established; in which case the Company will always attend to your welfare, and afford you their care and protection, and in the agreements aforementioned there shall never be any breach or deviation.

(A true translation.)

(Signed)

WILLIAM REDFEARN,
Persian Translator.

By the Treaty concluded with the Vizier on the 21st of May, 1775, the sovereignty of the zemindary of Benares and its dependencies was ceded in perpetuity to the Company, and on the 15th April, 1776, the following sunnud and pottah were granted by the Company to Cheyt Sing, who, on his part, executed the corresponding Kubboleat and agreed to a fixed scale of duty on British merchandize:—

No. LXIV.

TRANSLATION of the SUNNUD granted to RAJAH CHEYT SING, for the ZEMINDARY of GAUZEPORE, BENARES, &c. 1776.

Be it known to the mutsuddies in office, present and to come, canongoes, mukudums, ryots, cultivators, to all the inhabitants and people resident and belonging to Circar Benares, Gauzepore, and Chunara, in the soubah of Allahabad; that whereas, by virtue of a treaty with the Nabob Ausuf-ul-Dowla, concluded on the 20th of Rubby-ul-Ewut, 1189 Hegira, or 21st of May, 1775, the government and sovereignty of the Circars above-mentioned has been ceded to the Honourable East India Company, from the 4th of Jemmadi-ul-Awul, 1189

BENARES.

Hegira, or 4th July, 1775; the said East India Company, therefore, pursuant to the rights thereby obtained, do confirm unto Rajah Cheyt Sing the zemindarry, aumeeny, and foujedarry of the said Circars, agreeably to the zimmun, together with the kutwallies of Juanpore and Benares, and the mint of Benares, from the said date. Whatever gold and silver shall be coined in the mint, the said Rajah shall coin conformably to his muchulka, he is not to be in the smallest particular remiss in the observation and execution of the several duties incumbent on him. He is to behave with moderation and kindness to the ryots and people: to promote the cultivation and increase of inhabitants and produce of the lands; expelling thieves, nightly assaulters, and robbers; and so effectually punishing the disturbers of the peace, that no trace of them may be seen; and he is to pay a tribute of 23,40,249 Benares Muchleedar Rupees, or 22,66,180 Calcutta Siccas, annually, to the Company's treasurers. Should he receive orders to pay the above revenue at Benares, he shall, in that case, pay the sum of 23,40,249 Benares Mulchleedar rupees, each rupee to weigh ten massa, and to contain two ruttee and two chowls of alloy, and no more: should the weight be less or the alloy more, he shall make up the deficiency. Whenever the money shall not be wanted at Benares, he is to remit the annual amount of 22,66,180 Sicca Rupees, punctually, agreeably to his kists, by monthly payments at Calcutta. In consideration of which he shall be allowed a deduction of two per cent., amounting in all to Sicca Rupees 44,434 14 5, account Hindowunny, which, being deducted, the net amount is 22,21,745 1 7 Sicca Rupees of Calcutta, which he is to pay at that place. After the settlement of Accounts at the end of the year, he shall, in the customary manner, receive credit for his payments; and he is by no means to collect the prohibited Abwab of the Durgah of His Majesty. This sunnud being granted is to remain in force. You, the mutsuddies, and persons above-mentioned, are to regard the said Rajah as the truly and lawfully possessed of the zemindarry, aumeeny, and foujedarry of the above Circars; and to acknowledge his authority in the several acts appertaining thereunto. Know that we have here issued the most strict and positive commands, and obey them accordingly.

Written on the 25th of Suffer, 17th Sun, or 15th April, 1776.

Signed by the Governor General and Council.

The Zimmun.

The office of the zemindarry of Circar Benares, Gauzepore, Chundara, the Kutwally, the duties of the mint, in the Soubah of Allahabad, have been conferred upon the great chief, Rajah Cheyt Sing Behauder also the aumeeny and foujedarry.

Mohals 19, viz.

Circar Benares, Chundara, Circar Gauzepore, Mohals of Juanpore, comprehending maul and duties, Havily, Mahumud Abad, Benares; the Laps Daums, or for supplying clothing to the King; Pergunnah Bhadury; the Talook of Sukramrow in Chundar; Suktegar, Bidgepoor, Secunderpore, Thireed; Shadyabad, Tuppa Seringar; the kutwallie and duties of Benares, free; ditto ditto of Juanpore ditto; the Mohal of the Mint of Benares ditto; the Benares Mukeemi, or brokerage; the Sungerizz-enru, or stone-weighing of Benares, and the other Mohals; Yautesaundby, or office of Mutesaub of Benares.

Copy of a Pottah granted to Cheyt Sing.

This Pottah, containing the underwritten stipulations, is granted unto Rajah Cheyt Sing Behauder.

Circar Benares, Gauzepore, Chunar, and the Mohals of Circar of Juanpore, comprehending the maul and duties, Havily, Mohamud Abad, Benares, the Khaudums in Pergunnah Bhadry; Talook of Sunkeramrow in Pergunnah Chundara; Suktegarra, Bijeeppoor, Circar Gauzepoor, Pergunnah Sekunderpoor, Khureed, Shadyabad, Putna, Sirkunjea, including the Kutwally duties of Juanpore and Benares; the Mint of Benares; the mokeemy, yatisaub, and stone-weighing, both maul and duties; and the Dewanny dustoor, excepting the Nancar of half the jaghire of Bhadree, the exempted jaghire and ayma, which have been inserted for a length of time in the accounts as deductions; all the articles of the Tahud are settled upon you from the 4th Jemmadie-ul-Auwul, 1189 Hegira, or the 4th July 1775 English, at a stipulation per annum of

23,40,249 Mahidar Benares Rupees, not short of the weight of ten massa each, and not containing a greater portion of alloy than two rutties and two berinjee, agreeable to your muchulka and kabooleat. This sum you will, therefore pay. But should it not suit the convenience of the Company to receive it at Benares, you may to pay it in Calcutta, in sicca rupees of Calcutta, amounting in which specie to 22,66,180 sicca rupees. The amount of the Hoondcean, or exchange, allowed you at the rate of two per cent. is rupees 44,434 14 5, which being deducted, the net sum will be 22,21,745 1 15 sicca rupees of Calcutta. This you may to pay without the least deduction or depreciation whatever, in the course of each year, by monthly payments agreeable to your separate kistbundy. This you are to pay without any allowance for Sebundy. You will remit the money to Calcutta, without fail, conformably to the said kistbundy.

Particulars of the Tribute ; viz. :

Former Kabooleat	-	-	-	Rupees 20,86,607	0	0
Deduct:						
Nancar	-	-	-	9,800	0	0
Exempted lands	-	-	-	8,000	0	0
Maaffy, fourth part and Syry Sicca	-	-	-	2,358	0	0
Half Jaghire of Bhadway	-	-	-	67,500	0	0
Atamgau of Mussumaut Narad Bano	-	-	-	500	0	0
					88,158	0 0
					19,98,449	0 0
Add:						
Nuzzerana	-	-	-	90,000	0	0
Tuppa	-	-	-	34,207	12	0
Nukume, &c.	-	-	-	1,800	0	0
					1,26,007	12 0
Increase:						
Total	-	-	-	2,50,000	0	0
Deduct	-	-	-	34,207	12	0
					2,15,792	4 0
Benares Rupees	-	-	-		23,24,949	0 0
Batta to reduce them into Siccas	-	-	-		74,069	0 0
					22,66,180	0 0
Remain Sicca Rupees	-	-	-		44,434	14 5
Deduct Hindooaurin	-	-	-			
Remains net amount in Siccas	-	-	-		22,21,745	1 15

Written on the 26th of Suffer, 17th year, or 15th April, 1776.

COPY.

Kabooleat or Agreement executed by Rajah Cheyt Sing, for the zemindarry of Benares, &c.

Whereas, a treaty has been concluded between the English East India Company and the Nabob Asoph-ul-Dowla Chia Cawn Behauder, Huzzubber Jung, Nazim of the Soubah of Allahabad, under date the 20th of Rubbee-al-Awul 1189 Hegira, or the 21st of May 1775 Christian, whereby the sovereignty of the Circars Benares, Gauzepore, Chunara, &c. hath been ceded to the English East India Company from the 4th of Jamady-ul Awul 1189 Hegira, or the 4th July 1775 Christian, and the Company, having granted the Zemindarry, the Aumeeny, and the Foujedary of the aforesaid Circars, together with the Cutwallys of Benares, and Juanpore, &c., and the mint of Benares unto me from the above date. I do hereby voluntarily consent, and agree, under my hand, that whatever Coins shall be struck in the said mint, shall be conformable to a separate obligation which I have executed under date the 25th of Zihiga in the 17th year of the reign and delivered to the government for the Company. It shall be my duty to do every thing that may be needful and usual for the interest and security of the country; provide for the welfare of the inhabitants; to be attentive to the increase of cultivation and improvement of the Revenues. To use my endeavours in such manner to expel robbers and assassins and to punish

BENARES.

offenders of every kind that not a trace of them may be left. And I will pay the annual revenue of government, being at Benares, Muchlidar Rupees of Benares 23,40,249, each rupee to weigh no less than 10 massa and to contain no more alloy than 2 ruttees and 2 chowl; any deficiency of this standard to be made good. If the government shall not have occasion to receive the same at Benares, I will in such case pay it at Calcutta annually, by monthly payments according to kistbundy, and conformably to the tussul zile or particulars in the margin, the sum being Calcutta sicca rupees 22,66,180 including muzzerana &c., but deducting on account of hoondyan or exchange a premium of 2 per cent. which premium of 2 per cent. upon the whole sum, being sicca rupees 44,434-14-5. I will accordingly deduct for remitting the remainder to the Company's Treasury at Calcutta, so that after the deduction of exchange I shall pay net and without further deduction into the Treasury at Calcutta, the sum of Calcutta sicca rupees 22,21,745-1-15 at the end of each year; after payment of the same, and observing the conditions agreed upon I shall receive a release or discharge, in full, wherefore I have written this agreement to be adhered to accordingly.

In the margin follows a list of the monthly Instalments.

Signed by the Raja.

Seal of
the Raja.

Dated 25th Suffer, 17th Sun, corresponding with the 15th April, 1776 Christian.

Translation of Rajah Cheyt Sing's Agreement relative to the Duties.

Whereas, the duties of the Sayers dependent on me have been fixed and decreed in the presence of the Governor at the following rates, which are to be taken from the English and Indostan Merchants, without distinction; for this cause I give in writing that I will demand no more, nor will consent to an exemption in favour of any man, excepting Broad Cloth, and Lead and Copper purchased of the Company, which shall be accompanied by a letter from the Governor; on these I will consider the duties excused and discontinued, nor in any respect interrupt or impede them.

	At Chowsa.	Zeemancee.	Ghesly.	Seapore and Gungapore.	Mirzapore.	Cudjewa.	Durra.	Gazeepore.	Total.
	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs. ■ p.
On Kerana, as dry Gin- ger, Pepper, &c., per tunghy of 6 Mirza- pore mds. }	■ ■ 0	0 7 ■	0 7 3	1 13 9	1 15 9	0 4 9	0 6 ■	3 1 3	9 0 6
On Cloth, Silk, Cloves, Nutmegs, &c. }	1 4 0	0 15 0	1 0 0	5 10 0	7 ■ 3	0 10 3	0 12 ■	5 ■ ■	23 0 ■
On Tin, Toothnaque, &c.	0 8 3	0 7 6	0 7 6	1 14 0	2 13 0	0 7 0	0 6 9	3 0 0	10 0 0
On Iron - - -	0 4 3	0 3 3	0 3 9	0 11 0	0 15 3	0 2 0	0 2 0	1 14 6	4 8 ■
On Copper - - -	0 8 3	0 7 9	0 8 0	3 6 9	0 3 15	0 7 9	0 6 6	3 ■ 0	13 0 0
On Cloth, per bale con- taining 6 pieces - }	0 14 3	0 14 3	■ 7 6	3 4 6	0 3 9	0 5 0	0 6 0	■ ■ 0	12 0 0
On Cotton - - -	0 6 6	0 6 0	0 ■ 0	1 8 0	0 2 ■	0 5 9	0 4 ■	2 15 0	8 8 0
On Chatta, &c., Coarse Cloth - - - }	0 3 6	0 3 6	0 3 6	1 2 0	0 3 5	0 3 3	0 3 0	1 5 3	6 13 0
On Beetlenut - - -	■ 6 ■	0 6 0	0 ■ 0	1 9 0	1 10 0	0 3 9	0 5 3	2 2 0	7 0 0

At Benares 2 per cent. ■ the purchase price as usual.

Although Cheyt Sing was required to pay to the Company the same rent for his zemindarry that he had previously paid to the Vizier, yet he was a great gainer by the change in the shape of fees to the officers of the Vizier's Court, double establishments of Vakeels, and particularly heavy charges for the accommodation of the Vizier, whenever he chose to reside within his zemindarry. He also obtained the control of the Cutwally and

the Mint, which had previously been withheld from him. In return for these concessions Cheyt Singh was to afford such aid for the general defence of the country as might, from time to time, be required of him by the Company's Government.

In 1778 he agreed to pay a subsidy of 5 lacs per annum during the war with France. He also engaged to furnish, when required, a thousand horse for general service.

Though Cheyt Singh was solely indebted to the Company's Government for his rich jaghire, his conduct towards it evinced disaffection and ingratitude. On the strength of his solemn assurance to pay the subsidy of 5 lacs, that amount was calculated upon for the — of Colonel Carnac's army, then marching towards Malwa. The Rajah failed to make the payment, though his means were ample, and the consequence was highly detrimental to the army. He did not furnish a single horseman, although it was understood when he received his sunnud that 2,000 should always be maintained in readiness to serve with the Company's army when required, and he had expressly agreed to furnish 1,000 to serve with the Company's troops during the public exigency, which then existed, of war with France and the Mahrattas.

There was no formal Treaty to this effect, because it was not thought necessary to enter into a formal Treaty with a mere vassal, and his obligation to afford special aid to the paramount power in times of exigency, was a duty implied in his relation to it as a zemindar.

In addition to Cheyt Singh's reprehensible conduct as above noticed, he had held secret correspondence with the Company's enemies, and through his agents fomented disaffection in the Company's army and dominions.

In 1781 the affairs of Oude and the misconduct of Cheyt Singh induced the Governor General, Warren Hastings, to proceed to Benares. On his arrival there he addressed a letter to Cheyt Singh, recapitulating the several instances of his misconduct which had drawn upon him the severe displeasure of the Government, so that he might have an opportunity of stating whatever he had to offer in explanation or extenuation thereof. His answer was haughty and disrespectful, and contained no expression of regret for his conduct nor promise of amendment.

In order to bring him to a proper sense of his relative position to the Company's Government, the Governor General directed Mr. Markham, the resident at Benares, to place Cheyt Singh in arrest in his own house.

He submitted quietly to the arrest, and Mr. Markham left him under charge of Lieutenants Stalker, Scott and Simes, with two companies of sepoys.

Cheytt Singh wrote two submissive letters to the Governor General, who sent him a kind and encouraging letter in reply.

The Governor General had no intention of depriving Cheyt Singh of his zemindarry, though his conduct would have fully justified that measure. His intention was to exact a heavy penalty for his past misconduct, with some security for the future.

Mr. Markham was on the point of waiting upon the Rajah to settle his affairs, when intelligence was received that large bodies of armed men had surrounded the Rajah's house, and occupied all the avenues leading to it. The sepoys were attacked, and, being without ammunition, officers and men were speedily cut to pieces; and Cheyt Singh, who had contrived the rescue, effected his escape. From the quantity of military stores, which it was subsequently discovered Cheyt Singh had collected, he had evidently entertained a design of active hostility against the Company.

Under these circumstances the Governor General deprived Cheyt Singh of the zemindarry, which he conferred upon Mahipnarain, the grandson, through a daughter, of Rajah Bulwunt Singh, and nephew of Cheyt Singh. The following are the documents executed on the occasion:—

No. LXV.

COPY of the POTTAH granted to Rajah MAHIPNARAIN BEHAUDER, of BENARES, 1781.

Whereas, the Circar of Benares and Chunar and the Mohals of the Circar of Jawenpoor, both maul and sayer and Havily Mahomedabad Benares, and the Daums of the Mulboos-khas and the pergunnah Bheddohee and the talook of Sungramow dependent on the pergunnah of Chunda and Suktéesghur, and the pergunnah Cunteel called Beejeypoor, and the Circar of Gauzeppoor, and the pergunnah of Secunderpoor, and Khereed and Shadikabad and Tuppee Serincha, with the maul and sayer and kutwalli of Jawenpoor, and the Mokeeme and Jettisaub, and Sanguizinee of Benares, both maul and sayer, with the dustoor dewanny, besides half of the jaghire of the pergunnah Bheddohee, &c., and the Maafee to the Rozienodars, and other expences of the Hushoomin hayree, conformable to your cabooleat, have been granted to you, from the beginning of the month of Assin 1189, Fussellee, answering to the 14th September, 1781, at the agreement of forty lacks of sicca rupees, struck in the town of Benares, as a fixed and perpetual sum, without alteration, for every year, and from that amount the sum of 6,66,666-10-10 (six lacks, sixty-six thousand, six hundred and sixty-six sicca rupees, ten annas, and ten gundas) for this year, which is 1189 Fussellee, on account of the devastations, &c. in the two months of disturbances, having

BENARES.

been remitted, the remaining account of the Maulwajib Maulguzarree of the sicca, being 33,33,333-5-10, (thirty-three lacks, thirty-three thousand, three hundred and thirty-three rupees, five ~~annas~~ and ten gundas) of Benares sicca coin, of due standard and weight, agreeably to the separate kistbundy and cabooleat which you have written and delivered under your own seal; you will, month by month, without excuse or delay, and without the expence of the sebundy and other expences, conformable to the kists mentioned in them, pay duly as the khazana to the Circar, and in the next year the fixed and perpetual yearly amount, jumma of forty lacks of sicca rupees, which you have agreed to, and the kistbundy of which also you have delivered under your own seal into the dufter of the Circar; conformably thereto you will yearly discharge as the maulguzarree to the Circar. By the blessing of God, from this agreement, in no instance, shall there ever be any deviation or failure.

The Bundobust of the year 1189 Fussellee.

Conformably to the papers,	Rupees	49,06,002	12	0	
Increase to the advantage of the Circar,		4,00,000	0	0	
					53,06,002 12 0
Deduct the jaghires, &c.					
Jaghire of Benoram Pundit,	- - -	25,000	0	0	
Ditto of Bundoo Khan,	- - -	2,000	0	0	
Ditto of Jaghernaut Surbadar,	- - -	1,200	0	0	
Restored to the Rozunadars,	- - -	33,296	0	0	
					61,496 0 0
					52,44,506 12 0
Deduct the expences of Mehals, Amanee, &c.					
The expences of Mehals Amanee,	- - -	41,119	6	10	
Maafee Maumoulee,	- - -	1,02,598	8	10	
					1,43,717 15 0
					51,00,788 13 0
Deduct the Mehal of Keiraghur, of which the Maulguzarree is appropriated to the Circar of the Nabob Vizier-ul-Momaulik Behauder,	- - - - -				
					1,98,046 14 0
					49,02,741 15 0
Deduct my jaghire, &c. with those of my dependents.					
Half the Pergunnah of Bheddohee,	- - -	1,58,341	0	0	
The Pergunnah of Mahaiche,	- - -	60,000	0	0	
The Pergunnah of Siedpoor,	- - -	54,000	0	0	
My salary, &c. and those of my dependents	- - -	6,30,400	15	0	
					9,02,741 15 0
					40,00,000 0 0
Deduct the devastations, &c. of two months' disturbances,	- - -				6,66,666 10 10
Balance Benares Sicca Rupees,	- - -	33,33,333	5	10	

From the year 1190 Fussellee, a fixed and perpetual sum.

Conformably to the former Bundobust,	- - - -	33,33,333	5	10	
Increase taken from the deductions on account of the devastations, &c.	- - - -				6,66,666 10 10
Total Benares Sicca Rupees,	- - -	40,00,000	0	0	

Dated the 1st of Assin, 1189 Fussellee, answering to the 14th September, 1781.

(A true copy.)

(Signed)

EDWARD COLEBROOKE,

Persian Translator.

o (A true copy.)

(Signed)

E. HAY,

Sub-Secretary to the Honourable Board.

BENARES.

The requests of Rajah Mahipnarain to which he is hopeful that the Governor General's signature may be affixed.

Article 1.

Of the Mint and the Adaalet, &c., agreeably to the following list, whatever part shall be divided from my bundobust, I hope that the receipts of that may be deducted in the maulguzarree. 1, The Mint; 2, The Adaalet; 3, The Foujedarry; 4, The Kutwally of Benares; 5, The Nekhas; 6, The Brokerage from strangers; 7, The Falashe; 8, The Rumar Khana; 9, The Dustoor upon rings.

Answer to Article 1.

Of the mint and adaalet, &c., agreeably to the above list, whatever may be the average receipts for the five last years shall be deducted in the maulguzarree but for the tax upon strangers, which, out of regard to the welfare of the people and the population of the country I have annulled; you shall have no deduction.

Article 2.

Whatever may be granted from the Presence to the zemindars, &c. for their support, I am hopeful may be deducted in the maulguzarree.

Answer to Article 2.

The former zemindars and possessors, who received allowances and support, and who were in possession to the end of last year, and who are not included in the paper delivered to the Presence, shall be continued. Besides these, whatever further allowance for support may be made from the Presence to any zemindar, &c. shall be deducted in the maulguzarree.

Article 3.

Whatever may be the expences on account of commission of English gentlemen, &c. I am unable to supply them: on this point I request your orders.

Answer to Article 3.

Whatever article may be commissioned, you shall receive the price of it; besides, on the Company's account, there shall be no commissions.

Article 4.

The way that the bundobust of affairs has been settled is well known to the Presence. In providing the maulwajib of the Circar, wherever I may see the means of making an increase of profit, I will make the bundobust accordingly. I am hopeful that no one may receive indulgence from the Presence.

Answer to Article 4.

Wherever you may see the means of making an increase of profit, you will make the bundobust accordingly. No one shall receive indulgence from the Presence.

Article 5.

I am hopeful that the troops which shall be appointed from the Presence for the protection of the Circar of Benares, &c., may be stationed agreeably to my request.

Answer to Article 5.

Wherever troops may be necessary, they shall be stationed.

Article 6.

Respecting the balances to the end of the year 1188, during Cheyt Sing's administration, I have been ordered from the Presence to collect and pay them to the Circar, I therefore represent, that whatever of the balances for the above year I can collect I will pay to the Circar.

Answer to Article 6.

Agreed.

(A true copy.)

(Signed) E. HAY,
Sub-Secretary to the Honourable Board.

Rajah Mahipnarain died in 1795, and — succeeded by his son, Oditnarain Sing, who died in 1835, and was succeeded by his nephew and adopted son Isreepersaud Narain.

The Zemindarry is now entirely managed by the British Government, from whom the Rajah receives a suitable maintenance, and provision is also made for the descendants of Cheyt Sing.

FURRUCKABAD.

FURRUCKABAD.

Previously to the acquisition of the Doab by the British Government, this small Principality was surrounded by the dominions of the Nabob of Oude, to whom it was tributary, but in 1802 Furruckabad was ceded to the British Government by its Patan Chief, upon the conditions specified in the following Treaty :

No. LXVI.

TREATY with the NABOB of FURRUCKABAD, 1802.

Treaty between the Honourable East India Company and the Nabob Imdad Hoossain Khan, for ceding to the Honourable the East India Company, in perpetual sovereignty, the province of Furruckabad and its dependencies, in commutation of the tribute hitherto payable by the said Nabob to the Honourable Company, concluded on the one part, by the Honourable Henry Wellesley, Lieutenant Governor of the ceded provinces in Oude, by virtue of full powers vested in him for that purpose by His Excellency the Most Noble the Governor General, and, on the other part, by the Nabob Imdad Hoossain Khan Behauder, Nasser Jung, on behalf of himself, his heirs and successors.

Article 1.

It is hereby stipulated and agreed, that the province of Furruckabad and its dependencies shall be ceded, in perpetual sovereignty, to the Honourable the East India Company, from the commencement of the Fussellee year 1210, the Nabob transferring to the Company his right and property in the same, with the exceptions hereafter mentioned.

Article 2.

With a view of providing for the maintenance and dignity of the Nabob Imdad Hoossain Khan Behauder, it is agreed, that he shall receive a monthly allowance of nine thousand rupees, (or one lack and eight thousand rupees annually) which allowance shall be continued to his heirs and successors, and shall not be subject to any diminition, from any cause whatsoever. And it is further agreed, that the said Nabob shall be treated on all occasions with the attention, respect, and honour due to his rank and situation, and to a friend of the British Government.

Article 3.

The Honourable the Lieutenant Governor engages that two thousand rupees yearly shall be allowed for the expences of the Imaumbarrah; and that the amount of three thousand six hundred rupees yearly, for the payment of the allowances to the separate mahauls of the late Nabob Mozuffer Jung, hitherto paid by Omroo Begum, shall be distributed hereafter by the Nabob, who shall deliver the receipts for the same to the Company's civil officer; provided it should be found that these allowances have not been regularly paid by Omroo Begum.

Article 4.

In compliance with the Nabob's desire, the gardens, formerly the property of his father, the village of Sereyah Neamutpoor, the forfeited houses in Furruckabad, and the property of the Ramee Souheb, shall be considered as his exclusive property, if there should appear to be no other person legally entitled to such property.

Article 5.

As the detailed list given in by the Nabob, of family connections and attendants, under the head of pensions, and the list delivered in by Kherud Mund Khan, are in many respects different, and as it is the intention of the British Government that provision should be made for persons, whose claims to pensions shall appear to be well founded, it is hereby agreed, that the rights of the different claimants shall be inquired into by the civil officer appointed by the British Government, in conjunction with the Nabob, and that sunnuds shall be granted, under their joint seals and signatures, agreeably to which sunnuds the pensioners shall be paid by the Nabob, who will deliver their receipts to the Company's civil officer.

Article 6.

The authority of the Court of Adawlut shall not extend to the person of the Nabob; but as his connections and dependants are undefined, and it is the object of the British Government to introduce a fair and impartial administration (251.)

FURRUCKABAD.

tion of justice throughout the province of Furruckabad, it is agreed, that whatever complaints may be preferred against any of the Nabob's dependants, shall, in the first instance, be referred to the Nabob, and, in the event of the complainant not receiving speedy justice or being dissatisfied with the Nabob's decision, the complaint shall be decided in the Court of Adawlut.

Article 7.

In compliance with the Nabob's request, allowances shall be granted to the undermentioned persons, to be continued so long as their conduct shall be satisfactory to the British Government and to the Nabob.

Emaum Khan, - - - -	Rs. 5,000 annually.
Purmul Khan and Mohummud Khan, -	5,000 do.
Rhodan Buksh, Phi Vakeel, on the part of the Nabob, to attend the civil officer appointed to Furruckabad - -	4,000 do.
Ahmend Bush and Mohummud Zellah, -	2,000 do.

Article 8.

The rent-free lands, the daily and yearly pensions, and the jaghires, shall be continued, if upon a fair investigation they shall appear to have been established previously to the death of Mozuffer Jung.

Article 9.

This treaty, consisting of nine articles, having been settled and concluded at the city of Bareilly, on the 4th day of June, 1802, corresponding with the 3d day of Suffer, 1217 Hegira, the Honourable Henry Wellesley, Lieutenant Governor of the ceded provinces in Oude, has delivered to the Nabob Imdad Hoossain Khan, Nasser Jung Behauder, a copy of the same in English and Persian, under his seal and signature, and the said Nabob has delivered to the Honourable Henry Wellesley, Lieutenant Governor of the ceded provinces, another copy of the same, under his seal and signature, and the Honourable Henry Wellesley engages to procure within the space of thirty days, ■ ratification of the treaty, under the seal and signature of His Excellency the Most Noble the Governor General.

The seal of the
Honourable
Henry Wellesley.

The seal of the
Nabob Imdad
Hoossain Khan.

(Signed HENRY WELLESLEY.

N.B. This treaty was ratified by the Governor General in Council, the 24th June, 1802.

HYDERABAD.HYDERABAD.

Assuff Jah, the first Sobahdar of the Deccan, who threw off all subjection to the Emperor of Delhi, was succeeded in 1748 by his second son, Nasir Jung, who was assassinated by his Puthan troops, and succeeded by his nephew, Mozuffer Jung. This Nizam entertained a body of French troops in his service under the command of Monsieur Bussy. He was also killed in a mutiny of his troops; and Salabut Jung, the eldest surviving son of Assuff Jah, was raised to the musnud by the French influence. He confirmed to the French several concessions made to them by his predecessor; and assigned to Monsieur Bussy several districts in the Northern Circars, for the pay and equipment of the French auxiliaries in his service.

The English authorities viewed the possession of these districts by the French with extreme jealousy, as giving them the command of ■ great extent of sea coast. When intelligence of the war between England and France which broke out in 1756, reached India, Colonel Ford was despatched with ■ force into the Northern Circars. He expelled the French from the districts of which they had obtained possession, and captured the Fort of Masulipatam.

Salabut Jung advanced to oppose the English, but having been abandoned by his French Allies, who were obliged to fly to the defence of their own possessions, he did not feel himself equal to a contest with the English, and being anxious to return to his capital from ■ apprehension of his brother's designs against him during his absence, he hastened to conclude the following engagement:

TREATY with the NIZAM, 1759.

A copy of Requests made by Colonel Ford to Nabob Salabut Jung, and his compliance thereto, in his own hand.

The whole of the Circar of Masulipatam, with eight districts, as well as the Circar of Nizampatam, and the districts of Condavir and Wacalmanner, shall be given to the English Company, as ■■■ iniam, (or free gift) and the sunnuds granted to them, in the same manner as was done to the French.

The Nabob Salabut Jung will oblige the French troops, which are in his country, to pass the river Ganges within fifteen days, or send them to Pondicherry, or to any other place out of the Deccan country, on the other side of the river Kistna; in future he will not suffer them to have ■ settlement in this country on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance.

The Nabob will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Circars belonging to the French, nor for the computation of the Revenues of his own country, in the present year; but let him remain peaceable in it in future; and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of his grandfather and father, and as was then paid to the Circar, so he will now act and pay accordingly to the Circar, and if he (the Rajah) does not agree to it then the Nabob may do what he pleases. In all cases the Nabob will not assist the enemies of the English, nor give them protection.

The English Company on their part will not assist the Nabob's enemies, nor give them protection.

Dated Moon Ramadan, the 16th Hegira 1172; which is the 14th of May, 1759.

I swear by God and his Prophet, and upon the holy Alcoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it, even an hair's breadth.*

In 1761 Salabut Jung was deposed by his brother, Nazim Ali Khan, who in 1765 devastated the Carnatic, but retired into his own territories on the advance of a British force under Colonel Campbell.

With a view to the effectual exclusion of the French from the Northern Circars, a Firman, No. 36, was obtained for them from the Emperor, and they were accordingly taken possession of, on behalf of the Company, by Brigadier Calliaud.

The Nizam was exasperated against the English for taking possession of the Circars and made overtures for assistance to Hyder Ally. The Council of Fort St. George were fully alive to the importance of an alliance with the Nizam, in order to prevent his joining either Hyder Ally or the Mahrattas; and they were also desirous of carrying into effect a plan, long contemplated by Lord Clive, of obtaining possession of the country along the coast, and thus join the two presidencies. With these views, and knowing that the Nizam was straitened for money, Brigadier Calliaud was deputed to Hyderabad with full powers to negotiate a new Treaty, and the following one, with its annexures was the result:

No. LXVIII.

TREATY with the NIZAM, 1766.

A treaty of perpetual honour, favour, alliance, and attachment, between the great Nabob, high in station, famous as the sun, Nabob Ausuf Jau Nizam-ul-Mulck, Nizam-ud-Dowla, Meer Nizam Ally Khan Behauder, Phutta Jung Seapoy Sirdar; and the Honourable English East India Company; signed, sealed, and ratified, on the one part, by His Highness the said Nabob; and on the other, by John Calliaud, Esq. Brigadier General, invested with full powers, on behalf of the said Company.

Done at Hyderabad, the 9th of the Moon Gemace-dussuny, in the year of Hegira 1180, equal to the 12th of November, 1766.

Article 1.

The two contracting parties do, by virtue of this treaty of honour, favour, alliance, and friendship, solemnly engage a mutual assistance to esteem the enemies of one the enemies of both; and contrariwise, the friends of one the friends of the other.

■ In the Nabob's own hand, which may be ■ ■ the top of the original, ■ well ■ his grand seal.

HYDERABAD.

Article 2.

The Honourable English East India Company, in return for the gracious favours received from His Highness, consisting of sunnuds for the five Circars of Ellour, Siccacole, Rajahmundry, Mustephanagur, and Murtezanagur, expressing the free gift thereof on them and their heirs, for ever and ever, do hereby promise and engage to have a body of their troops ready to settle the affairs of His Highness's government in everything that is right and proper, whenever required, provided that they be at liberty to withdraw the whole, or such part thereof as they shall judge proper, whenever either the safety of their own settlements and possessions, or the peace and tranquillity of the Carnatic be the least endangered, in case of the falling out of which circumstances (which God forbid) they do promise and engage to give the most timely notice thereof to His Highness in their power.

Article 3.

The Honourable English East India Company do further engage and promise that in whatever year the assistance of their troops shall not be required, they will pay to His Highness as a consideration for the free gift of the above-mentioned five Circars, for ever and ever, the following sums, by kists, as specified in the 8th article of this treaty; viz. for the three Circars of Rajahmundry, Ellour, and Mustephanagur, five lacks of rupees, and for those of Siccacole and Murtezanagur, as soon as they are in their hands, and the settling the same is well effected, two lacks each, in all nine lacks of rupees per annum.

Article 4.

The reduction of the Siccacole Circar, by the blessing of God, the Company will effect as soon as possible; but that of Murtezanagur, in consideration of His Highness having by former agreements given it to his brother, Bazalet Jung, as a jaghire, the Honourable English East India Company do promise and engage not to take possession of until it be His Highness's pleasure, or until the demise of his said brother; but to prevent all future disputes and difficulties that may hereafter arise concerning the same, the aforesaid Company do further explain their intentions in the following article:

Article 5.

As the Circar of Murtezanagur borders on that of Nizampatam, and the country of the Carnatic, which by virtue of the former and present treaties and alliances of the aforesaid Company, are bound to maintain and protect in all its extent, therefore, in case the said Bazalet Jung, his agents or dependants, should cause any disturbances, to the prejudice thereof, it is hereby agreed on by both parties that the aforesaid Company shall then have it in their power to take immediate possession of that Circar.

Article 6.

As, by the tenor of the second article of this treaty, the aforesaid Company have engaged to furnish a body of troops to be ready to march to the assistance of His Highness, it is agreed on by both parties, that the expences thereof shall be paid in the following manner; to wit, if the expence of the number of troops His Highness may require should fall short of the sum of five lacks of rupees, mentioned to be paid for the three Circars of Rajahmundry, Ellour, and Mustephanagur, the Company will account to His Highness for what balance may remain due; and in case of its exceeding the above-mentioned sum, the aforesaid Company do hereby engage themselves to be answerable for the payment of the remainder. The same agreement, in like manner, to hold good for the sums stipulated to be paid for the two Circars of Siccacole and Murtezanagur, when settled.

Article 7.

In consideration of the fidelity, attachment, and services of the aforesaid Company, and the dependence His Highness has upon them, his said Highness, out of his great favour, does hereby entirely acquit the above-mentioned Circars of all arrears and demands, down to the present date of these writings.

Article 8.

In case the assistance of the Honourable Company's troops is not required, the annual stipulated sum, expressed in the third article of this treaty, the afore-

said Company do engage to pay, in three kists, after the following manner, and to give Soucar security for the same; viz. the first payment, the 31st of March; the second, the 30th of June; and the third, the 31st of October. HYDERABAD.

Article 9.

Whenever His Highness goes into winter quarters, and the troops of the other Sirdars have leave for that purpose, those of the aforesaid Company shall have leave also to depart to their own country.

Article 10.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the troops of the aforesaid Company, that they may have timely notice to make the necessary preparations, and that the number of troops sent, may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges; and as the success of all expeditions depends much upon secrecy in Council, both parties do hereby engage themselves not to reveal any such designs ■ they may communicate to each other, until everything on both sides is ready for execution.

Article 11.

The Honourable English East India Company, in consideration of the diamond mines, with the villages appertaining thereto, having been always dependent upon His Highness's government, do hereby agree that the same shall remain in his possession now also.

Article 12.

His Highness, in order to convince the whole world of the great confidence and trust he reposes in the English nation, agrees and consents, that the Fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company in consideration of which, the aforesaid Company do hereby agree and consent likewise, that there be a killedar therein on the part of His Highness, and that the usual jaghire annexed to the Killedarry, shall be ceded to him.

Article 13.

In virtue of this treaty of mutual favour, alliance, and friendship, between the two contracting parties, His Highness promises and engages to assist the aforesaid Company with his troops, when required; reserving to himself the same liberty of withdrawing the whole, or any part thereof, in the same manner as is expressed, for the aforesaid Company, in the second article of this treaty, whenever the same shall become necessary.

Article 14.

In virtue of the above treaty of favour, alliance, and friendship, both parties do mutually and solemnly engage to the punctual and strict observance of all and every one of the above-mentioned articles, that from this time all doubts and suspicions shall cease between them, and in their room ■ perpetual, just, and sincere confidence be established, so that the great affairs of the Deccan government and the business of the Company may increase every day, in honour, riches, and happiness from generation to generation.

In confirmation of which, His Highness on the one part, and John Calliaud, Esq., Brigadier General, invested with full powers from the English Company, on the other, have hereunto affixed their hands and seals.

Dated in Hyderabad, the 9th of the Moon Gemace-dussuny, in the year of the Hegira 1186, equal to the 12th of November, 1766.

Translation of a Sunnud, under the seal of Nizam Ally Khan, for the five Circars.

Be it known to the deesmokees, deespondees, muccuddeems, husbandmen, and inhabitants of the Circars of Rajahmundry, Ellour, Mustephanagur, Sicca-cole, and Murtezanagur, belonging to the Soubahship of Hydrabad, that out of our great favour and goodness, from the 9th of the Moon Gemace-dussuny, in the year of Phaesley 1176, equal to the 12th of November 1766, the whole of the said Circars (the jaghire of the Mustephanagur; alias Condapillee Fort, and the usual villages appertaining to the diamond mines excepted) are now given to, and conferred upon the European English Company, by way of iniam, or free gift, for ever and ever, agreeable to their petition, signed by us; in return

HYDERABAD. for which they, the English Company, are to pay the annual sum of nine lacks of rupees, and to stand to all sebondy charges, and whatever earthly or heavenly mischances may happen : you, therefore, our above-mentioned deesmokees, &c. are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to pay the proper revenues at the fixed and stated times.

Looking upon this as a positive order obey it accordingly.

Dated the 9th of the Moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

Translation of a Discharge, under the seal of Nizam Ally Khan to Omdet-ul-Mulck Serajah Dowla Anneverdeen Khan Behauder, Moonsoor Jung, Foujedar of the Carnatic Payen Gaut, from the borders of the Palnaud country to the further extremity of those of the Malavar country, and to the sons and heirs of the said Omdet-ul-Mulck Behauder.

In consideration of the fidelity and attachment, the said Omdet-ul-Mulck Behauder has promised and engaged to my Court, by the means of General Calliaud, and in return for the sum of five lacks of rupees (agreeable to the petition hereunto mentioned, countersigned by us) this discharge is now given to him, the said Omdet-ul-Mulck, his sons and heirs, for the whole of the above-mentioned countries, as well the past, present, as the future also.

Translation of the Petition supposed to be presented by Omdet-ul-Mulck Behauder's Vakeel.

In consequence of the fidelity and attachment, Omdet-ul-Mulck Behauder has promised and engaged to your Highness's Court, by the means of General Calliaud, I beg leave to hope, that in return for the sum of five lacks of rupees, a discharge for the past, present, and future, may be given to him, (the said Omdet-ul-Mulck Behauder,) his sons and heirs for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malavar country.

Dated the 9th of the Moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th November 1766.

Translation of an Obligation given to His Highness Nizam Ally, by General Calliaud, on the part of the Nabob Serajah Dowla.

Whereas, evil-minded people have taken great pains, by false representations and otherwise, to instil doubts and suspicions into His Highness's mind, regarding Omdet-ul-Moolk Serajah Dowla Anneverdeen Khan Behauder; in order therefore to prevent all causes for the same in future, and strengthen and establish in the strongest manner the alliance, attachment and fidelity between His Highness the said Omdet-ul-Moolk Behauder and the English Company, I, John Calliaud, Esq., Brigadier General, do hereby promise and engage, on the part of the said Omdet-ul-Moolk Behauder, that he will do nothing prejudicial to the interests of His Highness, or contrary to the friendship and alliance, by the means of the said Company, now happily established between them; for the true and just performance of which the aforesaid Company do hereby become securities.

Given at Hydrabad, the 11th of the Moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November, 1766.

Translation of an Obligation given to His Highness Nizam Ally, by General Calliaud, on the part of the Nabob Serajah Dowla.

I, John Calliaud, Esq. Brigadier General, do hereby promise and engage, on the part of Omdet-ul-Moolk Serajah Dowla Behauder, that agreeable to the terms which His Highness has done for him, he, the said Omdet-ul-Moolk Behauder, one month after my arrival at Madras, shall pay into the hands of Soucars, for the use of His said Highness, the sum of five lacks of rupees, for the performance of which the Company are hereby made securities.

Dated at Hydrabad, the 11th of the Moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November, 1766.

The conduct of Hyder Ally convinced the Madras Government of the necessity of reducing his power to its ancient limits, and ■ it ■ believed the Nizam was sincere in his expressed desire of proceeding against Hyder, he received the aid of British troops, ■ pro-

vided for in the above treaty. His conduct was, however, vacillating and suspicious, and in August 1767 he openly joined Hyder Ally with his army. After the confederates had sustained several defeats which laid open the road to Hyderabad, the Nizam sued for peace, and the following Treaty, to which the Nabob of the Carnatic was a party, was concluded at Madras :

HYDERABAD.

No. LXIX. -

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE with the Nabob of the CARNATIC and the Soubah of the DECCAN, 1768. 7

A treaty of perpetual friendship and alliance, made and concluded at Fort St. George, between the Honourable United Company of Merchants of England, trading to the East Indies, in conjunction with the Nabob Wolau Jah Omdet-ul-Moolk Ummeer-ul-Hind Serajah Dowla Anneverdeen Khan Behauder, Moonsoor Jung, Sippa Sirdar of the Carnatic Payen Gaut, on the one part; and the great Nabob, high in station, Ausuph Jau Nizam-ul-Moolk Meer Nizam Ally Khan Behauder Phuttah Jung Sippa Sirdar, Soubah of the Deccan, on the other part; by the Honourable Charles Bouchier, Esq. President and Governor of Fort St. George, and the Council thereof, on behalf of the said English East India Company; the Nabob Wolau Jah Omdet-ul-Moolk, on behalf of himself as Nabob of the Carnatic; and the Nabob Recun-ud-Dowlah, Dewan, invested with full powers, on behalf of the said Nabob Ausuph Jah Nizam-ul-Moolk, his heirs and successors, as Soubah of the Deccan. Done on the 23rd day of February, in the year 1768 of the Christian Æra, and on the 4th of the Moon Shevail, in the year of the Hegira 1181.

Whereas, on the 12th of November, in the year of the Christian Æra 1766, or on the 9th of the Moon Gemace-dussuny, in the year of the Hegira 1180, a treaty was concluded at Hydrabad, by and between General John Calliaud, invested with full powers, on behalf of the English East India Company, and the Nabob Ausuph Jah Nizam-ool-Moolk, &c. on behalf of himself, as Soubah of the Deccan, with a design to establish an honourable and lasting friendship and alliance between the two contracting powers; and whereas, some misunderstandings have since arisen, which have perverted the intent of the said treaty, and kindled up the flames of war; now be it known to the whole world, that the before-mentioned Nabob Ausuph Jah, and the English Company, with the Nabob Wolau Jah, have entered into another treaty of the strictest friendship and alliance, on the following conditions :

Article 1.

The exalted and illustrious Emperor of Indostan, Shah Allum Padtcha, having, out of his gracious favour, and in consideration of the attachment and services of the English East India Company, given and granted to them, for ever, by way of iniam, or free gift, the five Circars of Mustephanagur, Rajahmundry, Siccacole, Murtezanagur, or Condavir, by his royal Firmaun, dated the 12th of August 1765, or on the 24th of the Moon Suphier, in the 6th year of his reign; and the Nabob Ausuph Jau Nizam-ul-Moolk, Soubah of the Deccan, having, by the second and third articles of the aforementioned treaty, ceded and surrendered by sunnuds, under his hand and seal, to the English East India Company, for ever, the aforementioned five Circars, it is now farther acknowledged and agreed by the said Ausuph Jau Nizam-ul-Moolk, Soubah of the Deccan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Circars, on the terms hereafter mentioned.

Article 2.

By the aforementioned treaty of Hydrabad it was stipulated, that the Nabob Ausuph Jau having given the Circar of Murtezanagur as a jaghire to his brother, the Nabob Ummeer-ul-Omrah, Soujah-ul-Moolk, Behauder Bazalet Jung, the Company should not take possession of the said Circar till after the death of Bazalet Jung, or till he broke the friendship with the said Company, by raising disturbances in the country of Nizampatam or the Carnatic; and though the Company might justly claim a right to take possession of the said Circar, from the late conduct of Bazalet Jung, yet in consideration of their friendship for Ausuph Jau and his family, and that they may not distress his affairs, by obliging him to provide his brother, Bazalet Jung, with another jaghire, the Company do agree and consent, that Bazalet Jung still hold the Circar of Murtezanagur, on the aforesaid conditions, or till it be the pleasure of Ausuph Jau that the

HYDERABAD.

Company should take possession thereof, provided that the said Bazalet Jung returns immediately to his own country of Adony, and neither keeps with, nor receives from Hyder Naigue any Vackeel or correspondence, but lives in peace and harmony with the English Company, and the Nabob Wolau Jau, and gives no protection or assistance whatever to the said Naigue or any of his people, nor any other enemies of the Company, or the Nabob Wolau Jau : but if this article shall at any time be infringed, the Company shall be at liberty, by virtue of this treaty, to take possession of, and keep the Circar of Murtezanagur, in the same manner as the other four, and the Nabob Ausuph Jau engages to assist them therein with his troops if necessary.

Article 3.

The Fort of Condapillee, with its jaghire, shall for ever hereafter remain in possession of the English Company, and be garrisoned with their troops, under their own officers only, notwithstanding any thing to the contrary stipulated in the twelfth article of the treaty of Hydrabad.

Article 4.

Narraindoo, one of the zemindars of the Circar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nabob Ausuph Jau's orders) to pay his rents, or obedience to the Company, the Nabob Ausuph Jau agrees, on the signing and exchange of the present treaty, to write letters, not only to Narraindoo, but to all the zemindars in the Circars of Ellour, Mystephanagur, Rajahmundry, and Siccacole, acquainting them that they are in future to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company, or their deputies, without raising any troubles or disturbances. The Nabob Ausuph Jau further agrees, that he will not, in future, encourage or protect, in raising troubles or disobedience, any zemindars, renters, or servants of the English Company, or the Nabob Wolau Jau, who on their parts engage the same to His Highness Ausuph Jau.

Article 5.

It has been the constant desire and endeavour of the English Company and the Nabob Wolau Jau to preserve their possessions in peace, and to live on terms of friendship with the Soubah of the Deccan ; they still desire to do the same ; and though the operations of war have lately obliged the Company to send their troops towards Hydrabad, and to take possession of the Circars of Commamet and Worangole, yet as a proof of their friendship for the Nabob Ausuph Jau, &c., Soubah of the Deccan, on the signing and exchange of this treaty, the Company's troops shall be recalled to the Fort of Commamet, from whence they shall also retire into their own Circars, so soon as the Soubah, with his army, has crossed the Kistnah, leaving the Fort of Commamet to the Soubah's deputy. And as a farther proof of the Company's sincere desire to preserve a friendship with the Soubah of the Deccan, they agree to bury in oblivion what is past, and to pay him annually, for the space of six years, to be computed from the 1st of January 1768, or the 10th of the Moon Shibaun, in the year of the Hegira 1181, the sum of two lacks of Arcot rupees, at Madras or Masulipatam, that is to say, one lack on the 31st of March, and also one lack on the 31st of October, or two lacks every year, and one lack more at each of these periods, whenever the Circar of Condavir is put into the Company's possession. The Company moreover promise, that if they peaceably possess the Circars, during the aforesaid term of six years, and the Soubah gives them no trouble, they will pay annually, from the 1st of January, 1774, the sum of five lacks, in two equal payments as before expressed, or of seven lacks, if Condavir be then in their possession ; but in case the Soubah, or the Mahrattas by his instigation, should invade the Circars or Carnatic, or they, or any other power, should conquer the Circars from the English Company, the payment of the said sums shall be suspended till peace, and the Circars are restored to the Company.

Article 6.

It was stipulated in the former treaty made at Hydrabad, that the Company and the Soubah should mutually assist each other with their troops, when required,

and their ~~own~~ affairs would permit; but it being apprehended, at present, that such an agreement may subject both parties to difficulties, and that misunderstandings may arise on that account, it is ~~now~~ agreed only that a mutual peace, confidence, and friendship shall subsist for ever, between the English Company, His Highness Ausuph Jau, and the Nabob Wolau Jau; the enemies of either shall be regarded as the enemies of the other two powers, and the friends of either be treated as the friends of all; and in case any troubles should arise, ~~any~~ enemies invade the countries under the government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies ~~invaders~~. The Company and the Nabob Wolau Jau willing, however, to show their voluntary attachment to the Soubah, will always be ready to send two battalions of sepoys and six pieces of artillery, manned by Europeans, whenever the Soubah shall require them, and the situation of their affairs will allow of such a body of troops to march into the Deccan, provided the Soubah pays the expence during the time that the said troops are employed in his service. HYDERABAD.

Article 7.

The exalted and illustrious Emperor, Shah Allum, having been pleased, out of his great favour and high esteem for the Nabob Wolau Jau, to give and grant to him, and to his eldest son, Meyen-ul-Mulck Omdet-ul-Omrah, and their heirs for ever, the government of the Carnatic Payen Gaut, and the countries dependent thereon, by his royal Firmaun, bearing date the 26th of August, 1765, or the 27th of the Moon Zuphur, in the sixth year of the said Emperor's reign; and the Nabob Ausuph Jau Nizam-ul-Mulck, &c., having also, out of his affection and regard for the said Nabob Wolau Jau, released him, his son, Meyen-ul-Mulck, &c., and their heirs, in succession, for ever, from all dependence on the Deccan, and given him a full discharge of all demands past, present, and to come on the said Carnatic Payen Gaut, by a sunnud, under his hand and seal, dated the 12th of November, 1766, in consideration of the said Nabob Wolau Jau having paid the Soubah five lacks of rupees, it is now agreed and acknowledged, by the said Ausuph Jau Nizam-ul-Mulck, that the said Nabob Wolau Jau, and after him his son, Meyen-ul-Mulck, and their heirs in succession, shall enjoy, for ever, an ultumgau, or free gift, the government of the Carnatic Payen Gaut, in the fullest and amplest manner, the said Nabob Ausuph Jau promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Gaut, or in the Circars before and now ceded to the English Company, except the said Nabob Wolau Jau or the said English Company, by the means of their President and Council of Madras, who, on their part, in conjunction with the said Nabob Wolau Jau, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nabob Ausuph Jau, his Dewan, and the securities, whose names are hereunto subscribed.

Article 8.

The Nabob Ausuph Jau, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nabob Wolau Jau, and his eldest son, Meyen-ul-Mulck Omdet-ul-Omrah, several sunnuds; viz.

An Ultumgau Sunnud for the whole of the Carnatic.

An Ultumgau Sunnud for the whole of the pergunnah of Imungundela, with the Gudda of Ghunpoora.

An Ultumgau Sunnud for the whole of the villages of Cathasera, &c.

An Ultumgau Sunnud for the Killedarry of the Fort of Colaur.

An Ultumgau Sunnud for the whole of the district of Sonedaupé; and a full and ample Sunnud, containing a discharge for all demands, past, present, and future, on account of the Carnatic, &c.

It is hereby agreed that all and every one of these sunnuds shall be regarded equally binding with any other article of the treaty; and be as duly observed by the Nabob Ausuph Jau, as if entered here at full length.

Article 9.

Hyder Naigue having, for some years past, usurped the government of the Monsore country, and given great disturbances to his neighbours, by attacking and taking from many of them their possessions, and having also lately invaded, and laid waste with fire and sword the possessions of the English Company, and the Nabob Wolau Jau, in the Carnatic, it is certainly necessary for their peace,

HYDERABAD.

and for the general benefit of all the neighbouring powers, that the said Naigue should be punished and reduced; so that he may not hereafter have the power to give any person farther trouble: to this end the Nabob Ausuph Jau hereby declares and makes known to all the world, that he regards the said Naigue ■ ■ rebel and usurper, and as such, divests him of, and revokes from him all sunnuds, honours, and distinctions, conferred by himself, or any other Soubah of the Deccan, because the said Naigue has deceived the Nabob Ausuph Jau, broken his agreement, and rendered himself unworthy of all farther countenance and favours.

Article 10.

That the English Company may hereafter carry on their trade peaceably on this coast of Coromandel, and also on the coast of Malabar, and that they, with the Nabob Wolau Jau, may hold the Carnatic, and their other possessions in peace, it appears necessary that the countries of Carnatic Balagaute, belonging to the Soubahdarry of Viziapour, now or lately possessed by Hyder Naigue, should be under the management and protection of those who will do justice, and pay obedience to the high commands from Court: it is therefore agreed by the Nabob Ausuph Jau, that he shall relinquish to the English Company, all his right to the Dewanny of the said Carnatic Balagaute, belonging to the Soubahdarry of Viziapour, and that the Company shall present an arzee, or petition, to the royal Presence, to obtain from the Emperor Shah Allum, ■ Firmaun, confirming and approving their right thereto. But that the Nabob Ausuph Jau, ■ Soubah of the Deccan, may not lose his dignity, or the revenue arising from the said countries, the English Company agree to pay him annually, out of the Dewanny collection, from the time they are in possession thereof, the sum of seven lacks of Arcot rupees, including Durbar charges, being the sum annually paid heretofore in two equal payments, at the space of six months from each other, provided the said Ausuph Jau, Soubah of Deccan, assists the said Company and the Nabob Wolau Jau in punishing Hyder Naigue, and neither receives from or sends either Vakeels or letters to him.

Article 11.

As the English Company do not intend to deprive the Mahrattas of their choute, any more than the Soubah of his pishcash, which used to be paid from the Carnatic Balagaute, belonging to the Soubahdarry of Viziapour, now, or lately possessed by Hyder Naigue, it is hereby agreed, and the Company willingly promise to pay the Mahrattas, regularly and annually, without trouble for the whole choute, as settled in former times, from the time the said countries shall be under the Company's protection ■ Dewan: provided however, that the Mahrattas guarantee to the Company the peaceable possession of the said Dewanny: to this end, the Nabob Ausuph Jau promises to use his best endeavours, jointly with the English and the Nabob Wolau Jau, to settle with the Mahrattas concerning the choute of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter on that account between any of the contracting parties, or the Mahrattas.

Article 12.

All the foregoing articles are sincerely agreed to by the subscribing parties, who resolve faithfully to execute and abide by the same, so that a firm and lasting friendship may mutually subsist between them; and while such ■ alliance subsists, what power will dare to disturb the possessions of either party? The English Company and the Nabob Wolau Jau will endeavour, ■ on all occasions, to show their friendship and attachment to the Nabob Ausuph Jau Nizam-ul-Mulck, ■ Soubah of the Deccan, and look ■ the support of that government as the support of their own; in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above articles, and every part of the foregoing treaty, we, whose names ■ under written, have interchangeably subscribed to, and sealed three instruments, of the ■ tenor and date; viz. The President and Council of Fort St. George, on the behalf of the English East India Company, at that place, this 26th day of February, in the year of the Christian Era 1768; the Nabob Ausuph Jau, Soubah of the Deccan, at his camp, near Pillere, on the 22d day of the Moon Shevail, in the year of the

Hegira 1181; and the Nabob Wolau Jau, for himself, at Fort St. George, the HYDERABAD
7th day of the Moon Shevaul, in the 1181st year of the Hegira.

(Signed)

CHARLES BOURCHIER.

SAMUEL ARDLEY.

"

JOHN CALL.

"

GEORGE STRATTON.

"

GEORGE DAWSON.

"

JAMES BOURCHIER.

"

GEORGE MACKEY.

"



N.B. The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn.

The above contracting parties, to wit, the President and Council of Fort St. George, on behalf of the English East India Company; the great Nabob, high in station, Ausuph Jau, Soubah of the Deccan; and the Nabob Wolau Jau, Soubah of Mahomedpoor; having duly considered, and voluntarily entered into the above articles, which they have respectively signed and sealed in our presence, we, whose names are hereunto subscribed, do solemnly promise and engage, under our hands and seal, that we will guarantee to the said English Company, and the Nabob Wolau Jau, the due and just observance of the above treaty, on the part of the Nabob Ausuph Jau.

I take God to witness, that of my own free will I am security.

The Seal of
Ruccun-ud-
Dowla.

I swear by Vencatash and Bail Behauder, that of my own free will and consent I am security.

The Seal of
Ram Chunder
Rauze.

I swear by Sactasha and Bail Behauder, that I am truly and sincerely security.

The Seal of
Beer
Behauder.

I swear by Vencatash and Bail Behauder, that of my own free will and consent, I, Dundaveram, Vakeel to Mahaudavarow, Pundit Predane, am security on the part of the said Mahaudavarow.

The Seal
of
Dundaveram.

N. B. The foregoing guarantee agreement was signed and executed by the guaranties subscribing the same, and annexed to the parts of the treaty delivered to the Company and the Nabob; and to the part delivered to Nizam Ally Khan the following guarantee, or agreement was fixed; viz.

The above contracting parties, to wit, the great Nabob, high in station, Ausuph Jau, Soubah of the Deccan; the Nabob Wolau Jau, of Mahomedpoor; and the President and Council of Fort St. George, on behalf of the English East India Company, having duly considered and voluntarily entered into the above articles, which the said President and Council, on behalf of the said English East India Company have signed and sealed in my presence, I, the said Nabob Wolau Jau, whose name is hereunto subscribed, do solemnly promise and engage, under my hand and seal, that I will guarantee to the said Nabob Ausuph Jau, the due and just observance of the above treaty, on the part of the said English East India Company.

The
Nabob's Seal.

And we, the said President and Council of Fort St. George, on behalf of the said English East India Company, do solemnly promise and engage, under our

whole of the Forts, jaghiredars, zemindars, pollygars, killedars, insamdars, rozeenedars, &c., belonging thereunto, have been conferred, by way of iniam ultumgau, whole and entire, without the participation of any one, upon Omdet-ul-Omrah Meyen-ul-Mulck Assed-ul-Dowla Hussein Ally Khan Behauder, Zoolpicaur Jung; you, therefore, our sons, brothers, officers, and mutesuddees, of the Nizamship of the Deccan, and mootecophils of our affairs, both new and old, at present, and to come, agreeable to the above Firmaun, and this sunnud, exert yourselves in the strengthening of this business, for ever and ever, deliv'ring up the said countries from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and discharged from the whole of the demands of the Dewanny, &c. give him no trouble or molestation whatever, either for the Soubahdarry or Foujdarry peshcush, or any other charges or expences.

Look upon this as an order, and by no means act in any thing contrary to what is herein expressed, nor require a new sunnud every year.

Translation of a Sunnud, under the seal of the Soubah, dated the 21st of the Moon Shevaul, Hegira 1181, equal to the 11th of March, 1768.

Be it known to the deesmokees, deespondees, husbandmen, and inhabitants of the district of Sundacope, belonging to the Soubahship of Viziapoor, that the said district, agreeable to what is desired in the Zimir, or back of the sunnud, has been assigned over as an ultumgau, to Siphul-Mulck Unwur-ud Dowla Mahomed Unwur Khan Behauder Hussein Jung; you will, therefore, live in true and just obedience to the Amuldar of the said Siphul-Mulck, and pay the proper revenues at the fixed and stated times.

Look upon this as an order, and act agreeable thereto.

Translation of the Zimir, containing a Petition, which is supposed to be presented by the Mutesuddees, and to have been signed by the Soubah, signifying his consent thereto.

The form of the petition runs thus: The Vakeel of Wolau Jau Ummeer-ul-Hinde begs that the district of Sundacope, whole and entire, may be conferred upon Siphul-Mulck Unwur-ud-Dowla Mahomed Unwur Khan Behauder Hussein Jung, by way of ultumgau, and that a sunnud for the same may be made out, and signed by your Highness; respecting this we wait your orders.

The sunnud for the pergunnah of Imungundala (belonging to the Circar of Chumpoora) to Hussein-ul-Mulck Hemaud-ud-Dowla Mahomed Abdulla Khan Behauder Heyabber Jung, runs the same as the former sunnud, excepting the term *whole* being inserted therein; the date thereof is likewise the same as the other.

Translation of a Sunnud, under the Soubah's seal, dated the 21st of the Moon Shevaul, Hegira 1181, equal to the 11th March 1768.

Be it known to the deesmokees, deespondees, husbandmen, and inhabitants of the pergunnah of Hewalee, Hyderabad, &c., Circar of Mahomednegur, of the Soubahship of Hyderabad, that the village of Cutkasera, belonging to the above pergunnah, in the manner as is expressed on the back of this sunnud, has been assigned over, by way of ultumgau, to Ummeer-ul-Hinde Wolau Jau, in order to defray the expences of his father's tomb; you will, therefore, live in perfect and true obedience to the Amuldar of the said Wolau Jau, paying them the proper revenues at the fixed and stated times.

Look upon this as an order, and obey it accordingly.

In the Zimir at the back of the sunnud, containing the supposed petition, the village of Cutkasera, &c. is mentioned.

Translation of a Discharge, under the Soubah's seal, dated the 21st of the Moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

To the high in rank and station, our dear brother Wolau Jau Ummeer-ul-Hinde. From the time that your father Anneverdeen Khan Behauder, the martyr, held from the family of Ausuphea the Soubahship of the Carnatic, and the Siccacole, Rajahmundry, &c. Circars (belonging to the Soubahship of Fer-kunde, Booncaud, Hyderabad) to the time of his martyrdom, and from thence, during your time, till the present instant, and the date of this discharge, all accounts and demands of the Circar have been settled and forgiven every pice and every cash; and there remains now, under no pretence whatever, either to

HYDERABAD. myself, my children, my brothers, ■ well for past, present, or future, any demands either upon you, your children or heirs, on account of the Soubahdarry, or Foujdarry peshcush, or the Dewanny Bockshegurry, Meer Authushy, &c. charges; in proof of which I have written this paper by way of discharge, that it may hereafter appear.

Translation of a Sunnud, under the Soubah's seal, dated the 21st of the Moon Shevaul, Hegira 1181, equal to the 11th of March, 1768.

In these times the killedarship of the Fort of Chunpoora, (belonging to the Circar of that name, and dependent upon the Soubahship of Hydrabad) together with the jaghire annexed thereto, and the troops belonging thereto, exempt from all choute, agreeable to what is mentioned in the zimir, or back of this sunnud, has been given and conferred, by way of ultumgau to Nusseer-ul-Mulck Intzainud-Dowla Mahomed Sullautbut Khan Behauder Nusseer Jung, that he, the said Nusseer-ul-Mulck, may not deviate in the least in the proper care and attention thereto, either in the furnishing or charging of provisions, or regulating the troops according to the established custom; you, therefore, the zemindars and desmokees, esteeming the said Nusseer-ul-Mulck ■ invested with absolute powers in the killedarship, pay him the proper revenues at the fixed and stated times, and look upon him as entitled to the usual perquisites and advantages of the said Fort.

Esteem this ■ an order, and obey it accordingly.

On the back of the sunnud is the petition, reciting the contents of the sunnud.

The sunnud of the killedarship of the Fort of Colaur (belonging to the Soubahship of Viziapoor) to Muddaur-ul-Mulck Roshun-ul-Dowla Hauphiz Mahomed Munuowur Khan Behauder Behauder Jung, runs the same as that for the Fort of Chunpoora, (excepting that the whole of the jaghire is mentioned in this): the date is also the same as the other.

The whole of the sunnuds are endorsed by the mutesuddees of the Dewanny Mustouphy and Huzzoor offices, and copies of all have been registered in their books.

In 1774 it was discovered that Bazalut Jung was collecting French troops in the Guntoor district. The Nizam, on being requested to urge his brother to dismiss them, stated that he had deputed ■ person of distinction to induce him to do so. Bazalut, however, retained the French in his service until 1779, when, to secure English protection against Hyder Ally, by whom he was threatened, he agreed to the following Treaty:

LXX.

TREATY of ALLIANCE with BAZALET JUNG, 1779.

Heads of ■ treaty of friendship and alliance between the Nabob Ameer-ul-Omrah Shujah-ul-Moolk Behauder, and the Governor and Select Committee of Fort St. George, in behalf of the English East India Company, 1779.

Article 1.

The English Company agree to rent from the Nabob Shujah-ul-Moolk Behauder, the Circar of Mortezanagur, commonly called Guntoor, clear of seabundy, for whatever he now annually receives from it, ■ will appear by the accounts of collections of the Amil now residing there.

Article 2.

We, the English Company, shall always have at heart the good and prosperity of the Nabob Shujah-ul-Moolk. He shall dismiss from his service the French soldiers now with him. We will send him what troops he may want, (the quota to be settled hereafter) who will remain with him constantly and obey his instructions. They are, however, only to be employed within the districts belonging to him, or for the defence of his country in case of an attack from ■ foreign enemy; but these troops are, on no account, to be carried out of his country, or those of the zemindars dependent upon him. If his affairs should at any time require his going to visit his brother, the Nabob Nizam-ud-Dowla Behauder, their troops shall attend him, and be always with him.

Article 3.

The expenses of their troops shall be regulated by the Company's custom; and the accounts having been signed by the Nabob, shall be paid monthly from the rent of the Guntoor Circar. The remainder of the rent shall be regularly

remitted in Soucar bills to the Nabob. In case of any improper behaviour or disrespect shown by the commanding officer, or any other European officer of our troops, upon representation being made to ■■■ by the Nabob, we shall remove such officer and appoint another in his room. .

HYDERABAD.

Article 4.

If the Nabob Shujah-ul-Moolk's territories be invaded by an enemy, we shall, besides the troops that are stationed with him, send such a sufficient force as we can spare, to his assistance. The ordinary and extraordinary expenses of such troops, whatever they may amount to, shall be paid agreeable to the Company's established customs by the Nabob, who will sign the accounts. If any disputes arise between our soldiers and sepoys, and the ryots and the servants of the Nabob, punishment shall be inflicted by our officers on our men, agreeable to the English laws and customs. The English officers and their people shall not interfere with the servants and ryots of the Nabob, and shall not protect or countenance them in any shape. In case of any dispute, where the Nabob's people appear to be in the wrong, they shall be delivered up to him for punishment.

Article 5.

The customary allowances of the zemindars of the Guntoor Circar, amounting annually to five thousand Pagodas, shall continue as before. The Fort and jaghire villages of Condavir shall remain under the management of the servants of the Nabob; but ■ garrison of English troops, as may be deemed necessary for the defence of the Fort, shall be stationed with the Killedar.

Article 6.

If the Company shall demand a body of horse from the Nabob, he shall let them have a number, according to his abilities; and the said cavalry shall be returned to him, and their expenses paid, ■ soon as the service for which they shall be required is finished.

These articles we promise, in general, to fulfil on our part, until a more full and explicit treaty can be drawn out, which shall be drawn out as soon as possible. Witness our hands, and the seal of the Company, in Fort St. George, the 27th day of April, 1779.

Sunnud from Bazalet Jung.

<p>Ameer-ul-Omrah, Shujah-ul-Moolk, Amud-ud-Dowla, Meer Mahomed Sherif Khan Behauder, Bazalet Jung, the devoted servant of his glorious Majesty, Shah Allum Behauder.</p>

To all desmooks, zemindars, despondahs and tenants of the Circar of Mortezanagur, commonly called Guntoor, be it written.

The aforesaid Circar has at this time been given to the glory of merchants, the English Company, at a certain rent, commencing from the beginning of the year of Phaesley 1188.

You are, therefore, to give your attendance on the Naibs of the aforesaid Company, and punctually pay to them the just revenue due to the Circar (Government.) After this, a fresh sunnud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed. Dated 12th Mohrem, in the 1193d year of the Hegira.

The Nizam was highly indignant with the Madras Government for negotiating directly with Bazalut Jung, who was his subject, and the proceeding was condemned by the Supreme Government, by whose orders the district ■ restored to the Nizam's Officers.

In 1782 Bazalut Jung died, when the Guntoor Circar devolved by right upon the Company. The Nizam's Officers, however, continued in possession of it. No remonstrance was made against this infraction of Treaty until 1784, when the peshcush, payable by the

HYDERABAD. Company to the Nizam, ■ much in arrear, and the matter was not settled until the arrival of Lord Cornwallis, who deputed Captain Kennaway to demand the Guntoor Circar, by virtue of the Treaty of 1768. In compliance with this demand the Nizam granted the following Order :

No. LXXI.

TRANSLATION of the NIZAM'S Order to SEYF JUNG for the surrender of the GUNTOOR CIRCAR to the COMPANY, delivered to Captain Kennaway, the Resident at the Nizam's Durbar, the 18th September, 1788.

At this time Captain Kennaway being come to the Presence, on the part of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between His Highness and the English Company; you are therefore, immediately on receipt of this order, to deliver up the Circar in question to the servants of the Company, without opposition, and with your jumma wausil baukee account, your own effects, and whatever is with you belonging to Government, repair to the Presence.

A true translation of what was delivered to Captain Kennaway, ■ a copy of the sealed order sent to him for Seyf Jung.

(Signed) N. B. EDMONSTONE.
Assistant to the Department.

The adjustment of the balance of arrears of peshcush and the revenues of Guntoor since the death of Bazalut Jung was referred to the decision of Earl Cornwallis, upon whom Meer Abdool-Cossim waited on the part of the Nizam. The matter of account having been satisfactorily adjusted, His Lordship addressed the following letter to the Nizam explanatory of the Treaty of 1768 :

No. LXXII.

COPY of a LETTER from EARL CORNWALLIS to the NIZAM, deemed equal to a treaty, written 7th July, 1789.

Your Highness's letter containing strong expressions of friendship, was presented to me by Meer Abul Cossim, and has afforded me the most inexpressible satisfaction. I have perfectly understood all the matters entrusted to the verbal communication of Meer Abul Cossim, and the sincere and friendly sentiments which I have discovered Your Highness to be impressed with towards me, have induced me to show the confidence I place in Your Highness's declaration, by candid and explicit conversations with Meer Abul Cossim, on subjects of the highest importance; and as they all of them have tendency to strengthen and increase our friendship, I shall communicate without reserve to Your Highness, what has occurred to me relative to them.

It was with no small concern, I found, on my arrival, in charge of the control of all the Company's affairs, that one of the eventual and most essential points of the treaty of friendship and alliance made in 1768, between Your Highness and the Company, remained unexecuted on both sides; viz. the surrender of the Guntoor Circar to the Company, and the regular discharge of Your Highness's demand for the peshcush from the Company. Anxious, notwithstanding, that by urging the due performance of this article, I should not intrude on Your Highness while engaged in pursuits of importance, I postponed all negotiations on the subject, until I was convinced that Your Highness, uninterrupted by war, had full leisure to consider the propriety of the performance of this article of the treaty, and until you might have had sufficient opportunity to put implicit confidence in my assurances for the punctual discharge of the peshcush for the Northern Circars. I then deputed Captain Kennaway to Your Highness's court with instructions, to make the demand of the Guntoor Circar, by virtue of the treaty of 1768; to assure Your Highness of my firm intention to discharge the balances, upon fair statement, due to Your Highness on account of the peshcush, and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at Your Highness's immediate compliance to deliver up the Guntoor Circar to the Company, and have assured Your Highness of my firm intention to persevere in a strict system of faith to engagements; and now, with such a proof of the sincerity of Your Highness's friendship and good faith, I have, from a desire to testify to Your Highness that I am impressed with similar sentiments, entered into a full discussion of every article with Meer Abul Cossim, in order that such parts of it as are undefined,

and bear an obscure and doubtful meaning, may be so explained, as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that friendship which now subsists between us.

In adopting this rule of conduct, I do more than fulfil the intention of the King of England and the British nation, who, by the system lately established for the government of this country, had in view the important end of giving efficacy to the existing treaties between the English and the powers of Hindostan, and of securing a due performance thereof in future. This communication, I am persuaded, will fully satisfy Your Highness of the propriety of my declining the proposal of Meer Abul Cossim, for entering into a new security for the discharge of the peshcush, by mortgaging a portion of the Circars, considering, as I do, the faith of the English nation pledged for the due payment of it.

In proof of the sincerity of my intentions, that the treaty should be carried into full effect, I agree that in the sixth article of the treaty, the words "when-ever the situation of affairs will allow of such a body of troops to march into the Deccan," shall be understood to mean, that the force engaged for by this article; viz. two battalions of sepoys and six pieces of cannon, manned by Europeans, shall be granted, whenever Your Highness shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company; viz. Pundit Pirdhaun Peishwa, Ragojee Bhoosla, Madajee Scindiah, and the other Mahratta Chiefs, the Nabob of Arcot, and Nabob Vizier, Rajahs of Tanjore and Travancore. That the battalions at present not defined in number, shall not consist of less than eight hundred men each. That the six field pieces shall be manned with the number of Europeans which is usual in time of war. That the expence to be charged to Your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force, when employed on service in the field, and that this expence be as per separate account. That this detachment shall march within two months or sooner if possible, after it is demanded, and Your Highness shall be charged with the expence of it from the day it enters Your Highness's territories, until it quits them on its return to the Company's; with the addition of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily incur, to put such a force in-state fit for service.

I have so fully discussed the articles of the treaty that relate to the Nabob of Arcot and the Carnatic, on the representation of Meer Abul Cossim, that a mere reference to the articles themselves will inform Your Highness of the full force of my arguments: and although the long existing friendship between the Nabob and the Company might be urged as farther ground for declining the proposal of Meer Abul Cossim, his right to the possession of the Carnatic Payenghaut is fully established and admitted by the seventh and eighth articles and papers appertaining to them; there can therefore be no necessity for troubling Your Highness with other reasons.

In regard to the articles relative to the Dewanny of the Carnatic Ballagaut Your Highness must be well convinced, that circumstances have totally prevented the execution of these articles, and the Company are in the full enjoyment of peace with all the world; but should it hereafter happen, that the Company should obtain possession of the country mentioned in these articles, with Your Highness's assistance, they will strictly perform the stipulations in favour of Your Highness and the Mahrattas. Your Highness must be well assured, that while treaties of peace and friendship exist with any Chief, negotiations that tend to deprive that Chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind unfavourable to the reputation of Your Highness and to the character of the Company, since the only grounds on which such negotiations could be carried on, rest on a treaty existing upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous that such circumstances may carry with them impediment and hindrance to good order and government, without bearing the smallest advantage to either side, should be changed, to produce the good effects expected from treaties, and as the affairs of both parties might suffer

HYDERABAD.

great injury from being excluded from corresponding with the other powers of the Deccan, I agree that, in future, either party, without a breach of treaty, shall be at liberty to receive or send Vakeels to correspond with any powers in the Deccan, in such manner as may be expedient for the benefit of their own affairs, under the condition, that the object of such intercourse or correspondence be not hostile to either of the governments.

I have, in many instances, as well through Captain Kennaway as to Meer Abul Cossim, and in the first part of this letter, declared my firm intention to execute the treaty of 1768, and to live in perpetual amity and friendship with Your Highness; and Your Highness will be convinced, from the explanations I have given to those articles in the treaty of ambiguous and obscure meaning, that I am earnestly desirous of the adjustment of every matter, on grounds fair and liberal, but it is necessary, in consideration of the subjects of conversation with Meer Abul Cossim, that I should point out to Your Highness, that unless just cause should be given for entering into new treaties, the laws of my country, the injunctions of the King and Company of England, as well as the faith and honour of the English, prohibit me from entering into any negotiation to make new treaties; and I have confined my conferences with Meer Abul Cossim to the explanation of that made in 1768, with a view to a more perfect execution of it. On this account I have not judged proper to comply with such requests as have been made by Meer Abul Cossim, that in any shape tend to alter the spirit of that treaty. A farther argument to impress Your Highness with the propriety of this determination, is the sanction and support of His Majesty and the Company of England to those measures that coincide with their instructions. I have mentioned this circumstance merely to assure Your Highness of the strength of my assertions, and the value of my engagements, in regard to the Guntoor Circar, and the other articles of the treaty; and I trust that this clear explanation of the ambiguous articles of the treaty will render it effectual, and will afford Your Highness a convincing proof of the Company's determination to adhere to the faith of it.

Although I have not agreed to enter into a new treaty with Your Highness through Meer Abul Cossim, for the reasons above assigned, yet Your Highness, in consideration of the authority vested in me by the King and Parliament of England, will consider my letter, though merely purporting a clear explanation of the several articles in the treaty of 1768, strong and efficient upon the English Government in India equally so as a treaty in due form could be, since the Members of the Council have given their cheerful acquiescence to its contents.

For further particulars of my sentiments, I beg leave to refer Your Highness to Meer Abul Cossim, whom I have considered, during this negotiation, as faithfully attached to Your Highness, fully acquainted with Your Highness's interests, and your most confidential servant, empowered to settle any agreement for the mutual benefit of the two Governments. I have, accordingly, communicated to him without reserve all that has occurred to me on the subject of the elucidation of the treaty of 1768, in the same manner as if Your Highness were present; nevertheless, as Your Highness's concurrence and approbation are necessary to give a final sanction to the articles discussed, I have thought proper to mention them in this letter. For the rest, Your Highness may have the most assured confidence, that I will most faithfully abide by all the engagements I have entered into on the part of the Company.

EXTRACT from the JOURNALS of the HOUSE OF COMMONS, 15th Martii, 1792,

Resolved, that it appears that Earl Cornwallis's letter, dated the 7th July, 1789, to the Nizam, was meant to have, and has had, the full force of a treaty, executed in due form.

On the breaking out of hostilities with Tippoo in 1796, the following Treaty of offensive and defensive alliance was concluded between the Company, the Peishwa, and the Nizam:

No. LXXIII.

TREATY with the NIZAM, 1790.

Treaty of offensive and defensive alliance between the Honourable United English East India Company, the Nabob Assuf Jah Behauder, Soubadar of the Deccan, and the Peishwa, Sewoy Mhadow Row Narain Pundit Purdhaun

HYDERABAD.

Article 7.

The underwritten polygheers and zemindars, being dependent on the Nabob Assuf Jah and Pundit Purdhaun, it is agreed that on their territories, Forts, &c., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzeranna that shall be fixed on that occasion shall be equally divided amongst the allies. But in future the Nabob Assuf Jah and Pundit Purdhaun shall collect from them the usual peshcush and kundnee which have been heretofore annually collected, and should the said polygheers and zemindars act unfaithfully towards the Nabob or Pundit Purdhaun, or prove refractory in the discharge of their peshcush and kundnee, the said Nabob and Pundit Purdhaun are to be at liberty to treat them as may be judged proper. The chief of Shanoor is to be subject to service with both the Nabob and Pundit Purdhaun, and should he fail in the usual conditions thereof, the Nabob and Pundit Purdhaun will act as they think proper.

List of the Polygheers and Zemindars.

Chittledroog.	Heychungoondeh.
Aunugoondy.	Cunnagheery.
Henponelly.	Kittoor.
Billarree.	Hannoor.
Roydroog.	The district of Abdul.
Hakim Khan the chief of Shanoor.	

Article 8.

To preserve as far as possible, consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances, and the representations of the contracting parties to each other, shall be duly attended to, consistent with circumstances and the stipulations of this treaty.

Article 9.

After this treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence; and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections, nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him by either party, it shall be communicated to the others.

Article 10.

If after the conclusion of peace with Tippoo he should attack or molest either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the contracting powers.

Article 11.

This treaty, consisting of 11 articles, being this day settled and concluded by Captain John Kennaway with His Highness the Nabob, Captain Kennaway has delivered to His Highness the Nabob one copy of the same in English and Persian, signed and sealed by himself, and the Nabob has delivered to Captain Kennaway another copy in Persian, executed by himself, and Captain Kennaway has engaged to procure and deliver to the Nabob in sixty-five days, a ratified copy from the Governor General, on the delivery of which the treaty executed by Captain Kennaway, shall be returned.

Signed, sealed, and exchanged at Paungul, on the 20th of Shawaul, 1204 Hegira, or 4th of July, 1790, E. S.

Ratified by the Governor General in Council, the 29th day of July, 1790.

(Signed)

CORNWALLIS.

CHARLES STUART.

PETER SPEKE.

Honourable
Company's
Seal.

(Signed)

E. HAY,

Secy. to Government.

The Nizam was included in the Treaty of peace concluded with Tippoo Sultan on the 18th of March, 1792. On account of arrears of chout, a rupture took place between the Nizam and the Mahrattas. The Nizam claimed British assistance under the provisions of the above Treaty. The Governor General, Sir J. Shore, contended that the British Government was not bound by the Treaty to aid him against the aggressive hostility of the Mahrattas, and even declined to allow the two battalions, then forming the Hyderabad subsidiary force, to accompany him into the field. This proceeding incensed the Nizam against the British Government. A partial engagement took place between His Highness and the Mahrattas near Kurdlah, into which he retired after ■■■■ resistance. Here he was completely hemmed in, and constrained to accede to an ignominious Treaty with his enemies the Mahrattas. On his return to his capital he requested that the two British battalions might be withdrawn altogether as they would not aid him against the only enemies he had to fear. Sir John Shore's policy in refusing the Nizam the use of the subsidiary force, is severely commented on by Sir John Malcolm, as having forced His Highness to the employment of the French. The removal of the cause of political apprehension thereby occasioned to the British Government was Lord Wellesley's chief object in the following Treaty :

HYDERABAD.

No. LXXIV.

TREATY with the NIZAM, with two separate Articles, 1798.

An enlarged perpetual Subsidiary Treaty between the Honourable United English East India Company and His Highness the Nabob Nizam-ul-Mulk Asoph Jah Behauder, Soubadar of the Deccan, his children, heirs, and successors, settled by Captain James Achilles Kirkpatrick, by virtue of the powers delegated to him by the Right Honourable Richard, Earl of Mornington, Knight of the most illustrious Order of St. Patrick, one of His Britannic Majesty's most Honourable Privy Council, Governor General in Council, appointed by the Honourable Court of Directors of the said Honourable East India Company, to direct and control all their affairs in the East Indies.

Whereas, His Highness Nizam-ul-Mulk Asoph Jah Behauder has, from the greatness of existing friendship expressed ■ desire for an increase of the detachment of the Honourable Company's troops at present serving His Highness, the Right Honourable Earl of Mornington, Governor General, has taken the proposals to that effect into his most serious consideration ; and the present juncture of affairs, and the recent hostile conduct and evil designs of Tippoo Sultaun, as fully evinced by his sending ambassadors to the Isle of France, by his proposing to enter into a treaty, offensive and defensive, with the French republic, against the English nation, and by actually receiving a body of French troops into his dominions and immediate pay, rendering it indispensably necessary that effectual measures for the mutual defence of their respective possessions should be immediately taken by the three allied powers, united in ■ defensive league against the aforesaid Tippoo Sultaun ; the aforesaid Governor-General in consequence empowered Captain James Achilles Kirkpatrick, Acting Resident at the Court of His Highness the Nizam, to enter, in behalf of the Honourable United English East India Company, into certain engagements with His Highness Nizam-ul-Mulk Asoph Jah Behauder, for a permanent increase of the Honourable Company's troops in His Highness's pay, in the proportion, and on the conditions specified in the following articles, which must be understood to be of full validity, when this treaty shall be returned, signed and sealed by the Governor General :

Article 1.

Such parts of the letter from Earl Cornwallis to His Highness the Nizam, dated the 7th July, 1789, and which has always been considered in the light of ■ treaty, as relate to the stationing of troops with His Highness, are to be considered as in full force ; that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operate on the present detachment, unless the Peshwa shall hereafter consent to any alterations in those conditions, and His Highness likewise approve of the same.

Article 2.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to relief either partial or entire, as often, and in such manner as the Company's Government may require ; provided withal, that no diminution takes place, by such means, in the stipulated number to be stationed with His Highness.

HYDERABAD.

Article 3.

The proposed reinforcement of subsidiary troops shall be in the pay of this State, from the day of their crossing the boundaries. Satisfactory and effectual provision shall be made for the regular payment of this force, which including the present detachment, is to amount to six thousand sepoy with firelocks, with a due proportion of field pieces, manned by Europeans, and at the monthly rate of rupees 2,01,425. The yearly amount of subsidy for the aforesaid force of six thousand men, with guns, artillery-men, and other necessary appurtenances, is rupees 24,17,100. The said sum shall be completely discharged in the course of the year, by four equal instalments: that is, at the expiration of every three English months, the sum of rupees 6,04,275 in silver, of full currency, shall be issued, without hesitation or demur, from His Highness's treasury; and should the aforesaid instalments happen to fall, at any time, the least in arrears, such arrears shall be deducted, notwithstanding objections thereto, from the current kist of peshcush payable to His Highness on account of the Northern Circars. Should it at any time so happen, moreover, that delay were to occur in the issue of the instalments aforesaid, at the stated periods, in such case assignments shall be granted on the collections of certain districts in the State, the real and actual revenue of which shall be adequate to the discharge of the yearly subsidy of the aforesaid force.

Article 4.

The duties on grain and all articles of consumption, as well as on all necessaries whatever, for the use of the new subsidiary force, shall be commuted, agreeably to the practice that obtained with the former detachment. A place likewise shall be fixed on, as the head-quarters of the said force, where it shall always remain, except when services of importance are required to be performed; and whenever either the whole or part of the said force is to be employed in the business of the State, a person of respectability, and who is a servant of this Circar, shall be appointed to attend it. The commanding officer and officers of the said subsidiary force shall be treated, in all respects, in a manner suitable to the greatness and dignity of both States.

Article 5.

The said subsidiary force will, at all times, be ready to execute services of importance; such as the protection of the person of His Highness, his heirs, and successors, from race to rage, and overawing and chastising all rebels or excitors of disturbance in the dominions of this State; but it is not to be employed on trifling occasions; nor like sebandy, to be stationed in the country to collect the revenues thereof.

Article 6.

Immediately upon the arrival of the aforesaid subsidiary force at Hyderabad, the whole of the officers and serjeants of the French party are to be dismissed, and the troops composing it so dispersed and disorganized, that no trace of the former establishment shall remain. And His Highness hereby engages, for himself, his heirs, and successors, that no Frenchman whatever shall hereafter be entertained in his own service, or in that of any of his Chiefs or dependants, nor be suffered to remain in any part of His Highness's dominions; nor shall any Europeans whatever be admitted into the service of this State, nor be permitted to remain within its territories, without the knowledge and consent of the Company's Government.

Article 7.

The whole of the European and sepoy deserters from the Company's service, that may be in the French or any other party of troops belonging to this State, are to be seized, and delivered up to the British Resident, and no persons of the above description are to be allowed refuge, in future, in His Highness's territories, but are, on the contrary, to be seized without delay, and delivered up to the British Resident: neither shall any refuge be allowed in the Company's territories, to sepoy deserters from the service of His Highness, who shall, in like manner, be seized, and delivered up without delay.

Article 8.

Whereas, His Highness the Nizam, from considerations of prudence and foresight and with a view of avoiding manifold evils, has determined ■ dismissing the French from his service, and ■ dispersing and disorganizing the troops commanded by them, as specified in the sixth article, and on entertaining a perpetual standing force of the Honourable Company's in their room, subject to the limitations and restrictions prescribed by Earl Cornwallis's letter to His Highness the Nizam, mentioned in the first article, it is therefore hereby agreed, that, with a view to the mutual benefit of His Highness and the Peishwa, and the happiness of their respective subjects, that the Company's Government will use their best endeavours to have inserted, with the consent and approbation of both, in the new treaty in contemplation between the three allied powers, such a clause as shall set each at ease with regard to the other. Should the Peishwa, however, not accede to a proposal so highly advantageous and profitable to both Governments, and differences hereafter arise between the two States; namely, that of the Nabob Asoph Jah Behauder, and of Row Pundit Purdhan, in such case the Company's Government hereby engage, that, interposing their mediation in a way suitable to rectitude, friendship, and union, they will apply themselves to the adjustment thereof, conformable to propriety, truth, and justice: The Nabob Asoph Jah Behauder accordingly hereby engages never to commit, on his part, any excess or aggression against the Circar of Row Pundit Purdhan, and in the event of such differences arising, whatever adjustment of them the Company's Government, weighing things in the scale of truth and justice, may determine upon, shall, without hesitation or objection, meet with full approbation and acquiescence.

Article 9.

All former treaties between the Honourable East India Company and the Government of the Nabob Asoph Jah and the Peishwa, remain in full force. Should hereafter the Row Pundit Purdham express ■ desire to enter into subsidiary engagements similar to the present with the Honourable Company, the Nabob Asoph Jah will most readily give his concurrence.

Article 10.

This enlarged subsidiary treaty, consisting of ten articles, being this day settled by Captain James Achilles Kirkpatrick with the Nabob Asoph Jah Behauder, Captain Kirkpatrick has delivered one copy hereof, in English and Persian, signed and sealed by himself, to the Nabob, who, on his part, has also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself; and Captain Kirkpatrick hereby engages to procure and deliver to His Highness, in the space of fifty days, a ratified copy from the Governor General, in every respect the counterpart of the one executed by himself; and on the delivery of such copy, which will then have become a full and complete instrument, the treaty executed by Captain Kirkpatrick shall be returned. In the meanwhile, no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed and exchanged at Hyderabad, the 1st September, Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Signed) J. A. KIRKPATRICK,
Acting Resident.

Separate Articles appertaining to the Treaty with the Nizam.

Separate articles appertaining to the perpetual subsidiary treaty, concluded between the Honourable English East India Company and His Highness the Nabob Asoph Jah Behauder, on the 1st of September, Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

Whereas, in conformity to a wish expressed by His Highness the Nizam, the stipulation in the sixth article of the subsidiary treaty, respecting the delivering up of the French, is agreed to be made ■ separate one, His Highness hereby engages, that after the arrival of the Company's troops at Hyderabad, the whole of the French officers and soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for ■
(251.) S

HYDERABAD.

time be kept in confinement, in a habitation belonging to this Circar, but in the custody of the Company's troops; and upon the re-organization of the party lately under the command of the aforesaid French officers they, the said French officers and soldiers, shall within the space of two months be delivered up to the British Resident. Strict orders shall, moreover, be issued to all Talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever, attempting to pass their respective stations, and send them immediately, with all due precautions, prisoners to Hyderabad, where they shall instantly be delivered up to the British Resident. On the above condition it is hereby agreed, that the Frenchmen thus delivered up, shall not be considered ■ common prisoners of war, nor be in any respect maltreated. They shall be conveyed at the Company's expence, and with ■ little restraint as possible, to England, and from thence be sent, by the first favourable opportunity to France, without being detained for ■ cartel or exchange of prisoners.

Signed, sealed, and exchanged, at Hyderabad, the 1st September, Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Signed) J. A. KIRKPATRICK,
Acting Resident.

Separate Article appertaining to the perpetual subsidiary Treaty concluded between the Honourable English East India Company and His Highness the Nabob Asoph Jah Behauder, on the 1st September, Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

No correspondence on affairs of importance shall, in future, on any account, be carried on with the Circar of Rao Pundit Purdhaun, or with any of his dependants, either by the Nabob Asoph Jah Behauder, or by the Honourable Company's Government, without the mutual privity and consent of both contracting parties; and whatever transactions, whether of great or small import, may in future take place with the aforesaid Rao Pundit Purdhaun, or his dependants, ■ reciprocal communication of the same shall be made to the other contracting party, without delay and without reserve.

Signed, sealed, and exchanged, at Hyderabad, the 1st September, Anno Domini 1798, or 19th Rubbi-ul-Awul, Anno Hegiræ 1213.

(Signed) J. A. KIRKPATRICK,
Acting Resident.

On the reduction of Seringapatam and death of Tippoo Sultan, the following Treaty providing for the establishment of ■ new and separate government in Mysore and the partition of Tippoo's dominions between it, the English, the Nizam, and the Peishwa. The Peishwa, however, broke off the Treaty, and the portion of territory, proposed to be assigned to him, was disposed of by the second of the separate articles between the British Government and the Nizam:

No. LXXV.

PARTITION TREATY OF MYSORE, 1799.

Treaty for strengthening the alliance and friendship subsisting between the English East India Company Behauder, His Highness the Nabob Nizam-ul-Dowla Asoph Jah Behauder, and the Peishwah Row Pundit Purdhan Behauder, and for effecting ■ settlement of the dominions of the late Tippoo Sultan.*

Whereas, the deceased Tippoo Sultan, unprovoked by any act of aggression on the part of the allies, entered into ■ offensive and defensive alliance with the French, and admitted a French force into his army, for the purpose of commencing war against the Honourable English Company Behauder, and its allies, Nizam-ul-Dowla Asoph Jah Behauder, and the Peishwah Row Pundit Purdhan Behauder, and the said Tippoo Sultan having attempted to evade the just demands of satisfaction and security made by the Honourable English Company and its allies, for their defence and protection against the joint designs of the said Sultan and of the French, the allied armies of the Honourable English Company Behauder and of his Highness Nizam-ul-Dowla Asoph Jah Behauder, proceeded to hostilities, in vindication of their rights, and for the preservation of their

■ The Peishwah refused to accede to this treaty.

respective dominions from the perils of foreign invasion, and from the ravages of a cruel and relentless enemy. HYDERABAD.

And whereas, it has pleased Almighty God to prosper the just cause of the said allies, the Honourable English Company Behauder, and His Highness Nizam-ul-Dowla Asoph Jah Behauder, with a continual course of victory and success, and finally to crown their arms by the reduction of the Capital of Mysore, the fall of Tippoo Sultan, the utter extinction of his power, and the unconditional submission of his people; and whereas the said allies, being disposed to exercise the rights of conquest with the same moderation and forbearance which they have observed from the commencement to the conclusion of the late successful war, have resolved to use the power which it has pleased Almighty God to place in their hands, for the purpose of obtaining reasonable compensation for the expences of the war, and of establishing permanent security and genuine tranquillity for themselves and their subjects, as well as for all the powers contiguous to their respective dominions: wherefore a treaty for the adjustment of the territories of the late Tippoo Sultan between the English East India Company Behauder, and his Highness the Nabob Nizam-ul-Dowla Asoph Jah Behauder, is now concluded by Lieutenant General George Harris, Commander in Chief of the forces of His Britannic Majesty, and of the English East India Company Behauder, in the Carnatic, and on the Coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part, and in the name of the Right Honourable Richard, Earl of Mornington, K. P., Governor General for all affairs, civil and military, of the British nation in India; and by the Nabob Meer Allum Behauder, on the part, and in the name of His Highness the Nabob Nizam-ul-Dowla Asoph Jah Behauder, according to the undermentioned articles; which, by the blessing of God, shall be binding upon the heirs and successors of the contracting parties, as long as the sun and moon shall endure, and of which the conditions shall be reciprocally observed by the said contracting parties.

Article 1.

It being reasonable and just, that the allies by this treaty should accomplish the original objects of the war; (viz. a due indemnification for the expences incurred in their own defence, and effectual security for their respective possessions against the future designs of their enemies), it is stipulated and agreed, that the districts specified in the Schedule A, hereunto annexed, together with the heads of all the passes leading from the territory of the late Tippoo Sultan to any part of the possessions of the English East India Company Behauder, of its allies, or tributaries, situated between the Ghauts on either coast, and all Forts situated near to, and commanding the said passes, shall be subjected to the authority, and be for ever incorporated with the dominions of the English East India Company Behauder, the said Company Behauder engaging to provide effectually, out of the revenues of the said districts, for the suitable maintenance of the whole of the families of the late Hyder Alli Khan and of the late Tippoo Sultan, and to apply to this purpose, with the reservation hereinafter stated, an annual sum of not less than two lacks of Star pagodas, making the Company's share as follows:

Estimated value of districts enumerated in the Schedule A, according to the statement of Tippoo Sultan, in 1792,	
Canterai pagodas	7,77,170
Deduct, provision for the families of Hyder Ally Khan and of Tippoo Sultan, two lacks of Star pagodas in Canterai pagodas	2,40,000
Remains to the East India Company	5,37,170

Article 2.

For the same reason stated in the preceding articles, the district specified in the Schedule B, annexed hereunto, shall be subjected to the authority, and for ever united to the dominions of the Nabob Nizam-ul-Dowla Asoph Jah Behauder, the said Nabob having engaged to provide liberally, from the revenues of

HYDERABAD. the said districts, for the support of Meer Kummer-ud-Dien Khan Behauder, and of his family and relations, and to grant him for this purpose, a personal jaghire in the district of Gurrumcondah, equal to the annual sum of 2,10,000 rupees, or of 70,000 Canterai pagodas, over and above and exclusive of a jaghire, which the said Nabob has also agreed to assign to the said Meer Kummer-ud-Dien Khan, for the pay and maintenance of a proportionate number of troops to be employed in the service of his said Highness, making the share of His Highness as follows :

Estimated value of the territory specified in Schedule B, according to the statement of Tippoo Sultan, in 1792,	
Canterai pagodas	6,07,332
Deduct, personal jaghire to Meer Kummer-ud-Dien Khan, 2,10,000 rupees, or	70,000
Remains to the Nabob Nizam-ud-Dowla Asoph Jah Behauder	5,37,332

Article 3.

It being further expedient for the preservation of peace and tranquillity, and for the general security, on the foundations now established by the contracting parties, that the Fortress of Seringapatam should be subjected to the said Company Behauder, it is stipulated and agreed that the said Fortress, and the island on which it is situated (including the small tract of land, or island, lying to the westward of the main island, and bounded on the west by a nullah, called the Mysore nullah, which falls into the Cauvery near Chenagal Ghaut) shall become part of the dominions of the said Company, in full right and sovereignty for ever.

Article 4.

A separate government shall be established in Mysore ; and for this purpose it is stipulated and agreed, that the Maha Rajah Mysore Kishna Rajah Oodiaver Behauder, a descendant of the ancient Rajahs of Mysore, shall possess the territory hereinafter described, upon the conditions hereinafter mentioned.

Article 5.

The contracting powers mutually and severally agree, that the districts specified in Schedule C, hereunto annexed, shall be ceded to the said Maha Rajah, Mysore Kishna Rajah, and shall form the separate government of Mysore, upon the conditions hereinafter mentioned.

Article 6.

The English East India Company Behauder shall be at liberty to make such deductions, from time to time, from the sums allotted by the first article of the present treaty, for the maintenance of the families of Hyder Ali Khan and Tippoo Sultan, as may be proper, in consequence of the decease of any member of the said families ; and in the event of any hostile attempt, on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominions or the territories of the Rajah of Mysore, then the said English East India Company Behauder shall be at liberty to limit or suspend entirely the payment of the whole, or any part of the stipend herein-before stipulated to be applied to the maintenance and support of the said families.

Article 7.

His Highness the Peishwah Row Pundit Purdhaun Behauder shall be invited to accede to the present treaty ; and although the said Peishwa Row Pundit Purdhaun Behauder has neither participated in the expence or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties, (namely the English East India Company Behauder, and His Highness the Nabob Nizam-ud-Dowla Asoph Jah Behauder,) yet, for the maintenance of the relations of friendship and alliance between the said Peishwa Row Pundit Purdhaun Behauder, the English East India Company

Behauder, His Highness the Nabob Nizam-ud-Dowlah Asoph Jah Behauder, and Maha Rajah Mysore, Kisna Rajah Behauder, it is stipulated and agreed that certain districts specified in Schedule D., hereunto annexed, shall be reserved, for the purpose of being eventually ceded to the said Peishwa Row Pundit Purdhaun Behauder, in full right and sovereignty, in the same manner as if he had been a contracting party to this treaty; provided however, that the said Peishwa Row Pundit Purdhaun Behauder, shall accede to the present treaty, in its full extent, within one month from the day on which it shall be formally communicated to him by the contracting parties; and provided also, that he shall give satisfaction to the English East India Company Behauder, and to His Highness Nizam-ud-Dowlah Asoph Jah Behauder, with regard to certain points now depending between him, the Peishwah Row Pundit Purdhaun Behauder, and the said Nabob Nizam-ud-Dowlah Asoph Jah Behauder, and also with regard to such points as shall be represented to the said Peishwah, on the part of the English East India Company Behauder, by the Governor General or the British Resident at the Court of Poonah.

Article 8.

If contrary to the amicable expectation of the contracting parties, the said Peishwa Row Pundit Purdhaun Behauder shall refuse to accede to this treaty, or to give satisfaction upon the points to which the seventh article refers, then the right to, and sovereignty of the several districts herein-before, reserved for eventual cession to the Peishwah Row Pundit Purdhaun Behauder, shall rest jointly in the said English East India Company Behauder, and the said Nabob Nizam-ud-Dowla Asoph Jah Behauder, who will either exchange them with the Rajah of Mysore for other districts of equal value, more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper.

Article 9.

It being expedient, for the effectual establishment of Maha Rajah Mysore Kishna Rajah in the government of Mysore, that His Highness should be assisted with a suitable subsidiary force, it is stipulated and agreed, that the whole of the said force shall be furnished by the English East India Company Behauder, according to the terms of a separate treaty, to be immediately concluded between the said English East India Company Behauder, and His Highness the Maha Rajah Mysore Kishna Rajah Oodiaver Behauder.

Article 10.

This treaty consisting of ten articles, being settled and concluded this day, the 22nd of June, 1799, (corresponding to the 17th of Mohurram, 1214 Anno Hegiræ) by the Lieutenant General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor General aforesaid; and by Meer Allum Behauder, on the part, and in the name of His Highness the Nabob Nizam-ud-Dowla Asoph Jah Behauder; the said Lieutenant General Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close have delivered to Meer Allum Behauder, one copy of the same, signed and sealed by themselves; and Meer Allum Behauder has delivered to Lieutenant General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, another copy of the same, sealed by himself; and Lieutenant General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, and Meer Allum Behauder, severally and mutually engage, that the said treaty shall be respectively ratified by the Right Honourable the Governor General, under his seal and signature, within eight days from the date hereof; and by His Highness the

HYDERABAD. Nabob Nizam-ud- Dowlah Asoph Jah Behauder, within twenty-five days from the date hereof.

The
Nizam's
Seal.

Ratified at Hyderabad, by His Highness the Nizam, on the 13th day of July, Anno Domini 1799.

(Signed) J. A. KIRKPATRICK,
Resident.

SCHEDULE A.

The Company's Share.

The following districts from NUGGUR or BIDNORE.

	C. Pagodas.	Fan.	C.	C. Pagodas.	Fan.	C.
Korial (Mangalore) Bekul and Neliseram -	1,33,662	7½	0			
Karkul -	11,393	2½	0			
Barkoo -	48,389	8½	0			
Khooshaulpore -	26,361	7½	0			
Bulkul -	9,177	0½	0			
Gairsopah -	9,192	0½	0			
Hunavur (Onore) -	17,482	9½	0			
Mirjaun -	8,953	4½	0			
Anoolah, Punchmahl, and Shedasoooghur (or Soonda Payen Gaut) -	28,332	2	0			
Bilghuy -				2,92,945	2½	0
				18,929	4½	0

Coimbatore, &c., viz. :

Coimbatore -	80,000	0	0			
Danaigincotah -	35,000	0	0			
Cheoor -	27,000	0	0			
Chinjery -	27,000	0	0			
Darapoor, Chuckerghery -	64,000	0	0			
Settimungalum -	30,000	0	0			
Undoer -	8,000	0	0			
Perondoora -	14,000	0	0			
Vizimungal (Aravarcourchy) -	20,000	0	0			
Erode -	20,000	0	0			
Coroor -	41,000	0	0			
Coodgully -	15,000	0	0			
Caveryporam -	4,000	■	■			
				3,85,000	0	0

Wynaad (from Amudnugur Chickloor) from Talooks belonging to Seringapatam :

Panganoor -	15,000	0	0			
Suttikal Alambady and Kodahully -	15,200	0	0			
Oussore -	18,096	0	0			
Decanicotah and Ruttungeery -	14,000	0	0			
Vencatigyracotah -	6,000	0	0			
Ankusgusgeery and Solageery -	4,000	0	0			
Bangloor -	3,000	0	0			
Talmulla and Talwoddy (2 Talooks of Hurdunhully) -	5,000	0	0			
				80,296	0	0
				7,77,170	6½	0
Deduct provision for the maintenance of the families of Hyder Alli Khan and of Tippoo Sultan, Star Pagodas 2,00,000 -				2,40,000	0	0
Remains to the Company -	Canterai Pagodas			5,37,170	6½	0

SCHEDULE B.
The Nizam's Share.
Gooty.

HYDERABAD.

	C. Pagodas.	Fan.	C.	C. Pagodas.	Fan.	C.
Fyse Hussur Kubal	15,568	0	0			
Kona Koomlah	7,500	0	0			
Pamri	11,000	0	0			
Wurjur Kurroor	8,998	1	0			
Yursutty Murajcherroo	5,902	0	0			
Bheim Rapah	4,800	0	0			
Muttoor	2,700	0	0			
Pravalli Munnimong	9,426	3	0			
Chunumpilly	8,951	8	0			
Mulkaira Koofoo	22,251	8 $\frac{1}{2}$	0			
Koortunni	8,800	0	0			
Yarki	22,673	1	0			
Pennacoondah	-	-	-	1,28,571	1 $\frac{1}{2}$	0
Murrugseera	-	-	-	60,000	0	0
Hundytenantpoor	-	-	-	8,000	0	0
Kongoor (remainder of)	-	-	-	16,000	0	0
Kunchundgoondy (remainder of)	-	-	-	11,629	0	0
Of Gurrumconda, all the districts not ceded in 1792	-	-	-	10,000	0	0
Puttungheery, (from Seringapatam)	-	-	-	1,85,810	0	0
Rydroog, (6 Talooks)	-	-	-	10,000	0	0
Kurnool Peshcush	-	-	-	1,02,856	0	0
From Chitteldroog Jerrynulla, (1 Talook)	-	-	-	66,666	0	0
				7,800	0	0
Deduct personal jaghire to Kummer-ud-Khan and relations	-	-	-	6,07,332	1 $\frac{1}{2}$	0
				70,000	0	0
Remains to the Nizam	-	-	-	5,37,332	1 $\frac{1}{2}$	0

SCHEDULE C.

DISTRICTS ceded to Maha Rajah Mysore Kishna Rajah Qadiaver Behauder.
Talooks belonging to Seringapatam.

	C. Pagodas.	Fan.	C.
Puttun Attorkrun	11,000	0	0
Mysore Attorkrun or Rehmut Nazeer	11,500	0	0
Nuzzer Bar	14,000	0	0
Hurdunhully	15,000	0	0
Periapatam	6,200	0	0
Muddoor	13,200	0	0
Hetghur Dewancotah	8,000	0	0
Betudapoor	7,000	0	0
Tyoor	8,000	0	0
Yelandoor	10,000	0	0
Malwelly (Yulinahbad)	9,000	0	0
Tulkar Sosilah	8,100	0	0
Nursipoor	10,200	0	0
Yertoora	7,200	0	0
Bailoor	15,700	0	0
Arkulgoor	4,300	0	0
Chinipatam	12,100	0	0
Bullum (Mungirabad)	10,000	0	0
Hussen	7,900	0	0
Honawully	9,400	0	0
Nagmungal	4,700	0	0
Belloor	3,100	0	0
Maharage Droog	10,000	0	0
Gram	3,500	0	0
Ramgheery	7,400	0	0

HYDERABAD.

	C. Pagodas.	Fan.	C.	C. Pagodas.	Fan.	C.
Turkarumb - - - - -	7,400	0	0			
Ahmudnugger Chickloor - - - - -	10,000	0	0			
Kurp - - - - -	12,000	0	0			
Tornoy Khaira - - - - -	9,000	0	0			
Coonydghul - - - - -	5,008	9	0			
Hooloordroog - - - - -	4,000	0	0			
Kirkairy - - - - -	4,065	0	0			
Chennyputtan - - - - -	9,138	0	0			
Nooggairly - - - - -	3,000	0	0			
Mairlatesh and Kismagepoor - - - - -	6,100	0	0			
Sucknyputtan - - - - -	6,200	0	0			
Banorawar, Guradungilly and Hanenhelly - - - - -	10,000	0	0			
Boodihall - - - - -	7,000	0	0			
Nidghul - - - - -	6,000	0	0			
Pasghur - - - - -	10,000	0	0			
Hagulwary - - - - -	12,000	0	0			
Goomnaipollum - - - - -	10,000	0	0			
Bangalore - - - - -	55,000	0	0			
Mâgry - - - - -	8,400	0	0			
Mudgeny - - - - -	36,000	0	0			
Coorjgherry - - - - -	4,000	0	0			
				4,60,811	■	0

Cankanhelly - - - - -	8,900	0	0			
Nulwung and Doorbillah - - - - -	16,000	0	0			
Anicul - - - - -	10,300	0	0			
Byroodroog - - - - -	4,000	0	0			
Hyboor - - - - -	7,000	0	0			
Dewanhelly - - - - -	20,045	0	0			
Ootradroog - - - - -	5,000	0	0			
Chinroydroog - - - - -	8,000	0	0			
Toomkoor and Deoroy - - - - -	18,000	0	0			
Nidgegul and Macklydroog - - - - -	16,000	0	0			
Kundykeera and Chullnaighelly - - - - -	26,000	0	0			
Chota Balapoor - - - - -	80,000	0	0			
Colar - - - - -	80,000	0	0			
Jungumcotah - - - - -	13,000	0	0			
Chuckmoogalum - - - - -	8,134	4	0			
Kudoor - - - - -	7,129	7½	0			
				3,17,509	1½	0

• Serra (remainder of).

Serra and Amrapoor - - - - -	55,000	0	0			
Hoosuttat - - - - -	50,754	0	0			
Burra Balapoor - - - - -	44,000	0	0			
				1,49,754	0	0

Nuggur above Ghaut.

Kusbah - - - - -	29,145	4¾	2			
Coolydroog - - - - -	28,818	0¾	2			
Koompsee - - - - -	8,094	2½	0			
Kope - - - - -	22,864	5¼	■			
Wasthara - - - - -	6,818	9	0			
Eckairy and Sagur - - - - -	39,411	0½	2			
Ghooty (Hoably) - - - - -	11,006	8¾	0			
Surbtowanndy - - - - -	10,458	0¼	2			
Terryanwitty - - - - -	17,424	0	0			
Shikarpoor - - - - -	11,774	0¾	0			
Anuntapoor - - - - -	10,191	9½	0			
Lakouly-danwass - - - - -	11,629	6¾	1			
Oodgunny - - - - -	13,614	1¾	0			
Imoga - - - - -	16,883	5	0			
Hoolighonore - - - - -	6,583	5¾	1			
Biddery - - - - -	10,835	5	2			
Chingeery Beswapatam - - - - -	22,091	1¾	3			
Turry-keerah - - - - -	14,076	4¼	■			
Aziunpor - - - - -	10,696	2¾	3			
				3,02,417	■	6

Chittledroog (remainder of) 12 Talooks.

HYDERABAD.

	C. Pagodas.	Fan.	C.	C. Pagodas.	Fan.	C.
Kusbah - - - - -	20,874	7½	1			
Beem Sumendar - - - - -	12,148	4	■			
Doodiary - - - - -	12,984	9½	0			
Husdroog - - - - -	11,936	2½	■			
Muttoor - - - - -	10,392	3½	2			
Murkal Murroo - - - - -	12,662	9½	3			
Tullick - - - - -	11,854	0½	0			
Burm Sagur - - - - -	10,163	6½	0			
Kunkopah - - - - -	12,542	0½	2			
Bilchoor - - - - -	10,683	1½	2			
Hinoor - - - - -	10,010	0	■			
Goodycottah - - - - -	11,330	5½	■			
Deduct two Pergunnahs of Hurdunhilly, viz. Talman and Talwaddy, included in the Company's share - - - - -				1,48,583	1½	■
Canterai Pagodas - - - - -				5,000	0	0
				13,74,076	8	1

SCHEDULE D.

The Peishwah's Share.

	C. Pagodas.	Fan.	C.
Harponelly, (6 Talooks) - - - - -	1,10,030	8½	0
Soonda, (above the Ghauts) - - - - -	59,377	0	0
Annagoondy, - - - - -	60,101	0	0

From Chittledroog, two Talooks; viz.

	C. Pagodas.	Fan.	C.
Holubkaira, - - - - -	11,425	4½	0
Mycoonda, - - - - -	12,226	9½	0
	23,652	3	0

From Bidnore, one Talook; viz.

Hurryhur, - - - - -	10,796	0	0
Canterai Pagodas - - - - -	2,63,957	3½	0

Ratified at Hyderabad, by His Highness the Nizam, on the 13th day of July, Anno Domini 1799.

(Signed) J. A. KIRKPATRICK,
Resident.

Separate Articles of the Treaty with the Nizam.

Separate articles appertaining to the treaty of Mysore, concluded on the 22nd of June 1799 (corresponding to the 17th of Mohurram Anno Hegiræ 1214) between the Honourable English East India Company Behauder and the Nabob Nizam-ud-Dowlah Asoph Jau Behauder.

Article 1.

With ■ view to the prevention of future altercations, it is agreed between His Highness the Nabob Nizam-ud-Dowlah Asoph Jau Behauder and the Honourable English East India Company Behauder, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and dependants of the late Hyder Ali Khan and Tippoo Sultan, or the personal jaghire of Meer Kummer-ud-Dien Khan shall hereafter be diminished, in consequence of any one of the stipulations of the treaty of Mysore, the contracting parties shall not be accountable to each other on this head.

HYDERABAD.

Article 2.

And it is further agreed between the contracting parties, that, in the event provided for by the eighth article of the treaty of Mysore, two-thirds of the share reserved for Row Pundit Purdhaun Behauder shall fall to His Highness the Nabob Nizam-ud-Dowlah Asoph Jau Behauder, and the remaining third to the Honourable English East India Company Behauder.

The
Nizam's
Seal.

Ratified at Hyderabad, by His Highness the Nizam, on the 13th day of July Anno Domini 1799.

(Signed) J. A. KIRKPATRICK,
Resident.

(A true copy.)

(Signed) G. BUCHAN,
Sub-Secretary.

The suspicious designs of the Mahrattas and distracted condition of the Peishwa's Government, suggested to Lord Wellesley the expediency of augmenting the Subsidiary Force with the Nizam, and commuting the pecuniary payment on its account for a cession of territory. For the attainment of these objects the following Treaty of defensive alliance was concluded :

No. LXXVI.

TREATY with the NIZAM, 1800.

Treaty of perpetual and general defensive alliance, between the Honourable the English East India Company and His Highness the Nabob Nizam-ul-Moolk Asoph Jah Behauder Soubadar of the Deccan, his children, heirs, and successors, settled by Captain James Achilles Kirkpatrick, Resident at the Court of His Highness, by virtue of the powers delegated to him by the Most Noble Richard Marquis Wellesley, Knight of the most illustrious Order of St. Patrick, one of His Britannic Majesty's most Honourable Privy Council, Governor General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company, to direct and control all their affairs in the East Indies, and Governor General in Council of all the British possessions in the East Indies.

Whereas, by the blessing of God, an intimate friendship and union have firmly subsisted, for a length of time, between the Honourable English East India Company and His Highness the Nabob Nizam-ul-Moolk Asoph Jah Behauder, and have been cemented and strengthened by several treaties of alliance, to the mutual and manifest advantage of both powers, who, with uninterrupted harmony and concord, having equally shared the fatigues and dangers of war and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honour. The powers aforesaid adverting to the complexion of the times, have determined, on principles of precaution and foresight, and with view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions, or unjust encroachments, of all or of any enemies whatever.

Article 1.

The peace, union, and friendship, so long subsisting between the two States, shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former treaties and agreements between the two States, now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

Article 2.

If any power or state whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, ■ against their respective dependants or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction ■ indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures ■ the ■ shall appear to demand.

For the more distinct explanation of the true intent and effect of this agreement, the Governor-General in Council, on behalf of the Honourable Company, hereby declares, that the British Government will never permit any power ■ state whatever, to commit with impunity, any act of unprovoked hostility or aggression against the rights or territories of His Highness the Nizam, but will, at all times, maintain and defend the same; in the same manner as the rights and territories of the Honourable Company are now maintained and defended.

Article 3.

With ■ view to fulfil this treaty of general defence and protection, His Highness the Nabob Asoph Jah agrees that two battalions of sepoys and one regiment of cavalry, with ■ due proportion of guns and artillery-men, shall be added, in perpetuity, to the present permanent subsidiary force of six battalions of sepoys, of one thousand firelocks each, and one regiment of cavalry, five hundred strong (with their proportion of guns and artillery-men), so that the whole subsidiary force furnished by the Honourable East India Company to His Highness shall henceforward consist of eight battalions of sepoys (or eight thousand firelocks) and two regiments of cavalry (or one thousand horse,) with their requisite complement of guns, European artillery-men, lascars, and pioneers, fully equipped with warlike stores and ammunition, which force is to be ■ stationed in perpetuity, in His Highness's territories.

Article 4.

The pay of the above-mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into His Highness's territories.

Article 5.

For the regular payment of the whole expence of the said augmented subsidiary force (consisting of eight thousand infantry, one thousand cavalry, and their usual proportion of artillery) His Highness the Nabob Asoph Jah hereby assigns and cedes to the Honourable East India Company, in perpetuity, all the territories acquired by His Highness, under the treaty of Seringapatam, on the 18th March, 1792, and also all the territories acquired by His Highness, under the treaty of Mysore, ■ the 22nd June, 1799, according to the Schedule annexed to this treaty.

Article 6.

Certain of the territories, ceded by the foregoing article to the Honourable Company, being inconvenient, from their situation to the northward of the river Toombuddrah, His Highness the Nabob Asoph Jah, for the purpose of rendering the boundary line of the Honourable Company's possessions ■ good and well defined one, agrees to retain the districts in question; namely, Copul, Gujjinderghur and others (as marked in the annexed Schedule) in his own possession, and, in lieu thereof, assigns and cedes, in full and in perpetuity, to the Honourable Company, the district of Adoni, together with whatever other territory His Highness may be possessed of, or is dependant ■ His Highness's government, to the south of the Toombuddrah, or to the south of the Kistnah, below the junction of those two rivers.

Article 7.

The territories to be assigned and ceded to the Honourable Company by the fifth article, or in consequence of the exchange stipulated in the sixth article, shall be subject to the exclusive management and authority of the said Company and of their officers.

HYDERABAD.

Article 8.

Whereas the actual produce of a considerable portion of the districts ceded to the Honourable Company by article fifth, is ascertained and acknowledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this treaty, and the said districts cannot be expected, for a long course of years, to reach to their said nominal value; and whereas, differences might hereafter arise between the contracting parties, with respect to the real value of the same, and the friendship and harmony happily subsisting between the contracting parties be disturbed, by discussions relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future difference or discussion between the two States, the said East India Company agrees to accept the said districts (with the reservation stated in the sixth article) as a full and complete satisfaction for all demands, on account of the pay and charges of the said subsidiary force, and therefore to whatever extent, or for whatever length of time, the actual produce of the said districts shall prove inadequate to the amount of the subsidy payable by His Highness, on account of the said subsidiary force, no demands shall ever be made by the Honourable Company upon the treasury of His Highness on account of any such deficiency, or on account of any failure in the revenues of the said districts, arising from unfavourable seasons, from the calamity of war, or any other cause. His Highness the Nizam, on his part, with the same friendly views, hereby renounces all claim to any arrears or balances which may be due to him from the said districts, at the period of their cession to the Honourable Company, and also to any eventual excess in the produce of the said districts, beyond the amount of the subsidy payable by His Highness, on account of the said subsidiary force, the true intention and meaning of this article being, that the cession of the said districts, and the exchanges stipulated in the sixth article, shall be considered as a final close and termination of accounts between the contracting parties, with respect to the charges of the said subsidiary force.

Article 9.

After the conclusion of this treaty, and as soon as the British Resident shall signify to His Highness Asoph Jah, that the Honourable Company's officers are prepared to take charge of the districts ceded by the fifth article, His Highness will immediately issue the necessary perwannahs, or orders, to his officers, to deliver over charge of the same, to the officers of the Company; and it is hereby stipulated and agreed, that all collections made by His Highness's officers subsequent to the date of the said perwannahs, or orders, and before the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honourable Company.

Article 10.

All Forts situated within the districts to be ceded as aforesaid, shall be delivered to the officers of the Honourable Company with the said districts; and His Highness the Nabob Asoph Jah engages, that the said Forts shall be delivered to the Honourable Company as nearly as possible in the same state as that in which His Highness received them.

Article 11.

His Highness the Nabob Asoph Jah will continue to pay the subsidy of the former subsidiary force, and also that of the additional troops, from his treasury in the same manner as hitherto observed, until the Honourable East India Company's officers shall have obtained complete possession from His Highness's officers of the country ceded to the said Company by the fifth article. The Company will not claim any payments of subsidy from His Highness's treasury, after their officers shall have obtained possession of the said districts from the officers of His Highness.

Article 12.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose, will, at all times, be ready to enter into amicable explanations with other States, and to cultivate and improve the general relations of peace and amity with all the powers of India,

according to the true spirit and tenor of this defensive treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness the Nabob Asoph Jah engages, that, with the reserve of two battalions of sepoys, which are to remain near His Highness's person, the residue of the British subsidiary force (consisting of six battalions of sepoys and two regiments of cavalry, with artillery) joined by six thousand infantry and nine thousand horse of His Highness's own troops, and making together ■ army of twelve thousand infantry and ten thousand cavalry, with their requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily ■ possible, the whole force which he may be able to supply from his dominions; with ■ view to the effectual prosecution and speedy termination of the said war, the Honourable Company in the same manner, engage on their part, in this case, to employ in active operations against the enemy, the largest force which they may be able to furnish, over and above the said subsidiary force.

Article 13.

Whenever war shall appear probable, His Highness the Nabob Asoph Jah engages to collect as many benjarahs as possible, and to store as much grain ■ may be practicable, in his frontier garrisons.

Article 14.

Grain and all other articles of consumption and provision, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, horses, and camels, required for the use of the subsidiary force, shall, in proportion to its present augmentation, be, ■ heretofore, entirely exempted from duties.

Article 15.

As, by the present treaty the union and friendship of the two States are so firmly cemented, as that they may be considered as one and the same, His Highness the Nizam engages neither to commence nor to pursue, in future, any negotiations with any other power whatever without giving previous notice, and entering into mutual consultation with the Honourable East India Company's Government; and the Honourable Company's Government, on their part, hereby declare, that they have no manner of concern with any of His Highness's children, relations, subjects, or servants, with respect to whom His Highness is absolute. ■

Article 16.

As by the present treaty of general defensive alliance, mutual defence and protection against all enemies are established, His Highness the Nabob Asoph Jah consequently engages never to commit any act of hostility or aggression against any power whatever; and in the event of any differences arising, whatever adjustment of them, the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

Article 17.

By the present treaty of general defensive alliance, the ties of union, by the blessing of God, are drawn so close, that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other; it is therefore hereby agreed, that if, in future, the Shorapoor or Gudwall zemindars, or any other subjects or dependants of His Highness's government should withhold the payment of the Circar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the offence shall be duly ascertained, shall be ready, in concert with His Highness's own troops, to reduce all such offenders to obedience. And the interests of the two States being now in every respect identified, it is further mutually agreed that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this treaty. His Highness the Nabob Asoph Jah, shall permit such ■ proportion

HYDERABAD. of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall, at any time, break out in any part of His Highness's dominions, contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government, in like manner, if required by His Highness the Nabob Asoph Jah, shall direct such proportion of the troops of the Company, ■ may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness's dominions. ■

Article 18.

Whereas, by the favour of Providence, ■ perfect union, harmony, and concord, have long and firmly subsisted between the Honourable East India Company, His Highness the Nabob Asoph Jah, His Highness the Peishwa Rao Pundit Purdhaun, and Rajah Rhagojee Bhooslah, therefore should His Highness Rao Pundit Purdhaun, and Rajah Rhagojee Bhooslah, or either of them, express a desire to participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both, or either of the said powers, to the members of the present alliance, on such terms and conditions ■ shall appear just and expedient to the contracting parties.

Article 19.

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Scindiah to be ■ party to the present treaty, whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States, and shall give such securities for the maintenance of tranquillity as shall appear to the contracting parties to be sufficient.

Article 20.

This treaty, consisting of twenty articles, being this day settled by Captain James Achilles Kirkpatrick with the Nabob Asoph Jah Behauder, Captain Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nabob, who, on his part, has also delivered one copy of the same, duly executed by himself; and Captain Kirkpatrick, by virtue of especial authority given to him on that behalf by the Most Noble the Governor General in Council, hereby declares the said treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness, in the space of thirty days, a copy of the same from the Governor General in Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy, the treaty executed by Captain Kirkpatrick shall be returned, but the additional subsidiary force specified in the third article, shall be immediately required by His Highness the Nizam, and furnished by the Honourable Company, and all the other articles shall be in full force from this time.

Signed, sealed, and exchanged, at Hyderabad, on the 12th October, Anno Domini 1800, or 22d Jemmadee-ul-Awul, Anno Hegiræ 1215.

(Signed) J. A. KIRKPATRICK,
Resident.

Separate and Secret Articles.

Separate and Secret Articles appertaining to the Treaty of perpetual and general defensive alliance, concluded between the Honourable English East India Company and His Highness the Nabob Asoph Jah Behauder, on the 12th October, Anno Domini 1800, or 22d Jemmadee-ul-Awul, Anno Hegiræ 1215.

Article 1.

The Peishwa Rao Pundit Purdhaun shall be admitted to the benefits of this general defensive alliance, on the following conditions:

FIRST.—Rao Pundit Purdhaun shall accept the mediation of the Honourable Company's Government, for the amicable adjustment, on the basis of the treaty of Mah, of all claims or demands of choute, and of all other claims or demands whatever, on the territories or government of His Highness the Nabob Asoph Jah.

The British Government will also take into consideration the claims of His Highness the Nabob Asoph Jah, to a total exemption from choute, and will arbitrate, on the principles of justice and equity, any question now existing, or which shall hereafter arise, relative to the same, between Rao Pundit Purdhaun and the Nabob Asoph Jah; provided Rao Pundit Purdhaun shall agree to accept the said arbitration, and Rao Pundit Purdhaun shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nabob Asoph Jah to a total exemption from choute.

SECONDLY.—Rao Pundit Purdhaun shall give full satisfaction to the Honourable East India Company, on the various points depending between him and the British Government in India.

THIRDLY.—If Rao Pundit Purdhaun shall agree to the following conditions, the Honourable East India Company and His Highness the Nabob Asoph Jah will assist him in the restoration of his just authority in the Mahratta Empire.

FOURTHLY.—For this purpose Rao Pundit Purdhaun shall agree to subsidize, in perpetuity, such a body of the said Company's troops, as shall hereafter be judged necessary for the restoration and maintenance of his authority.

Article 2.

Rajah Rhagojee Rhooslah shall be admitted to the benefit of this general alliance on the following conditions:—

FIRST.—Rajah Rhagojee Bhooslah shall accept the Honourable Company's arbitration of all unadjusted points between His Highness the Nabob Asoph Jah and the said Rajah, according to the tenor of subsisting treaties.

SECONDLY.—Rajah Rhagojee Bhooslah shall agree to such equitable interchanges of territory with the Honourable East India Company as shall be judged necessary to complete or improve their respective frontiers, or to such cessions of territory (in consideration of a just pecuniary equivalent) as shall be judged necessary to the same purpose.

Article 3.

If, contrary to the spirit and object of this defensive treaty, war should hereafter appear unavoidable (which God avert!) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negotiation, according to the tenor of the preceding treaty. It is however declared, that in the event of war, and of a consequent partition of conquests between the contracting parties, His Highness the Nabob Asoph Jah shall be entitled to participate equally with the other contracting parties, in the division of every territory which may be acquired by the successful exertion of their united arms, provided His Highness the Nabob Asoph Jah shall have faithfully fulfilled all the stipulations of the preceding treaty, especially those contained in the twelfth and thirteenth articles thereof.

Signed, sealed, and exchanged, at Hyderabad, on the 12th October Anno Domini 1800, or 22d Jemmadee-ul-Awul, Anno Hegiræ 1215.

(Signed) J. A. KIRKPATRICK,
Resident.

Schedule referred to in the Treaty.

Schedule of His Highness the Nizam's territorial acquisitions by the Treaty of Seringapatam, dated the 18th May 1792, and by the treaty of Mysore, dated the 22d June 1799, and which in conformity to the fifth and sixth articles of the annexed treaty, are now, together with the Talook of Adoni, and all other Talooks situated to the South of the Rivers Toombuddrah and Kistnah, ceded in full and in perpetuity, to the Honourable East India Company.

List of Talooks acquired by the Treaty of Seringapatam.

	C. Pagodas.	F.	A.	P.
Sidhout, 6 Talooks	81,885	9½	1	0
Chinnoor, 6 ditto	65,427	4¾	0½	0
Kumlapoor, 4 ditto	50,729	3¾	3	0
(251.)	T 4			

HYDERABAD.

	C. Pagodas.	F.	A.	P.
Vo-oor, 6 ditto	70,684	9	2½	0
Budwail, ■ ditto	54,883	0	4	0
Jumonul Murrow, 7 ditto	90,643	7	1	0
Kummum, 7 ditto	1,30,148	2½	1	0
Kunnuckgherry, 3 ditto	30,952	4½	1	0
Chit Koontah, 1 ditto	11,298	9½	0	0
Gudtoor, 1 ditto	17,846	4½	0	0
Coelkonetah, 1 ditto	10,224	9	3½	0
Opulpuhr, 1 ditto	10,098	13	1½	0
Nursapoor, 1 ditto	8,397	5½	3	0
Bisspul, 1 ditto	11,074	11½	0	0
Donypahr Wurdwarum, 1 ditto	12,402	3½	1	0
Poodtoor, 2 ditto	22,979	4	2	9
Chutwail or Mulwaur, 8 ditto	1,30,769	3½	1	9
Monyaulpalo, 1 ditto	6,000	0	0	0
Nussam, 1 ditto	17,332	2½	0	0
Bungumpully and Chunchunmullah, 2 ditto	41,804	9½	0	0
Ouak, 1 ditto	20,000	0	0	0
In Goody, 4 ditto	51,782	8½	0	0
Bulhary and Kurkoor, 1 ditto	23,000	0	0	0
Weoulahwempelly, 1 ditto	12,565	0	0	0
Kopaul, 8 ditto	1,06,137	3½	1	0
Gajjinderghun, ■ ditto	1,01,977	9	0	0
Kunnuckgherry, 1 ditto	79,100	0	0	0
Singaputtun Oopalwurrah, 1 Talook	20,000	0	0	0
Hunmuntcond, 1 ditto	15,000	0	0	0
Busswahpoor, 1 ditto	5,000	0	0	0
Mokah, 1 ditto	12,162	6½	2	0
In the Talook of Koorkoor	370	2½	1	9
Total	13,16,666	6½	2	0

*List of Talooks acquired by the Treaty of Mysore.**Gooty (remainder of.)*

	C. Pagodas.	Fan.	A.
Fyze Hissur (the Fort and dependencies)	15,568	0	0
Kundundlah	7,500	0	0
Paumry	11,000	0	0
Warkur Kunoor	8,998	0	0
Yarutty Murracheeroo	5,902	0	0½
Reem Rajah	4,800	0	0
Nuttoor	2,700	0	0
Bialy Mutty Murgh	9,426	3	0
Chintumpully	8,951	0	0
Mutyhurah Huttoor	22,251	9½	0
Koodunty	8,800	0	0
Yarghy	22,673	0	0
Penccondah	60,000	0	0
Minighserrah	8,000	0	0
Hundy Ununtpoor	16,000	0	0
Koorkoor (remainder of)	11,629	0	0
Kanchungoondy	10,000	0	0
Gurramcondah	1,85,810	0	0
Ruttungherry	10,000	0	0
Ragdroog, 6 Talooks	1,02,856	0	0
Kinnool Peishcush	66,666	0	0
Junymullah, 1 Talook	7,800	0	0
Umrahpoor Noomautty	10,000	0	0
Apungoondy	60,100	0	0
Hurpunkully, ■ Talooks	1,10,030	8½	0

	C. Pagodas.	Fan.	P.	HYDERABAD.
Wurnahpoor, and sundry other villages in the Chittledroog district,	5,840	1½	0	
Total	7,93,800	10½	0	
Grand Total	21,09,968	5	3	

The Districts situated North of the Toombuddrah, which conformably to the sixth article of the annexed Treaty remain with His Highness the Nizam to be deducted from the above, follows:—

	C. Pagodas.	Fan.	A.
Koopul, 8 Talooks,	106,137	3½	0
Cajjirdughur, 8 ditto	101,977	9	0
Kunnauckgherry, 1 ditto	79,100	0	0
Villages of the Anagoondy district, situated to the North of the Toombuddrah,	8,710	0	0
Villages of the Tukkulcottah district, situated likewise North of the Toombuddrah,	855	0	0
Retained by His Highness the Nizam,	2,96,780	0½	0

Remains to the Honourable Company,	C. Pagodas	18,13,188	4½	3
Add to the Addmi-country, which, together with all His Highness's remaining possessions, South of the Toombuddrah, is, by the sixth article of the annexed treaty, ceded in full right for the above districts to the Honourable Company,	Rupees	8,34,718	12	0

Signed, sealed and exchanged at Hyderabad, the 12th October, A. D. 1800, or 22d Jemaul-ul-Awul, A. H. 1215.

(Signed) J. A. KIRKPATRICK,
Resident.

With the view of placing the commercial relations between the dominions of the Company and the Nizam on a proper basis, the following Commercial Treaty was concluded:

No. LXXVII.

COMMERCIAL TREATY with the NIZAM, 1802.

Treaty for the improvement and security of the trade and commerce between the territories of the Honourable East India Company, and of His Highness the Nabob Nizam-ul-Moolk Asoph Jah Soubahdar of the Deccan: settled by Major James Achilles Kirkpatrick, Resident at the Court of His Highness, by virtue of the powers delegated to him by His Excellency the Most Noble Richard Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Privy Council, Governor General in Council, Captain General and Commander in Chief of His Majesty's and the Honourable Company's Forces in India, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies, and Governor General in Council of all the British possessions in the East Indies.

Whereas, a well-regulated commerce is essential to the opulence and prosperity of the people, and to the wealth and power of the State; and whereas free and secure commercial intercourse tends to maintain and improve the relations of amity, peace, and concord between contiguous nations.

Wherefore, the Honourable East India Company, and His Highness the Nabob Asoph Jah, anxious to improve by every possible means the close and intimate connection now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following articles of a treaty of commerce between the two States:

Article 1.

As the testimony of the firm friendship, union, and attachment, subsisting between the Honourable Company and His Highness the Nabob Asoph Jah,
(251.) U

HYDERABAD. the Honourable Company hereby agree to grant to His Highness the free use of the sea port of Masulipatam; at which port His Highness shall be at liberty to establish a commercial factory, and agents, under such regulations as the nature of the Company's government shall require and as shall be adjusted between the Governor General in Council and His said Highness.

Article 2.

His Highness's ships bearing his flag, shall be entitled, at all times, to the protection of His Britannic Majesty's and of the Honourable Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India, upon the footing of the most favoured nations.

Article 3.

There shall be a free transit between the territories of the contracting parties of all articles being the growth, produce, or manufacture of each, respectively; and also of all articles being the growth, produce, or manufacture of any part of His Britannic Majesty's dominions.

Article 4.

All rahdarry duties and all duties collected by individual renters or zemindars on goods passing to and from the territories of the contracting parties, shall be abolished, and all zemindars, renters, &c. shall be strictly prohibited from committing any acts of extortion or violence on the merchants passing through the respective territories of the contracting parties.

Article 5.

A duty of five per cent. and no more shall be levied at Hyderabad indiscriminately on all articles of merchandize whatever, imported into His Highness's dominions from the Company's possessions. No articles shall pay duty more than once. The duties payable shall be regulated by a just valuation of the article or commodity on which they shall be charged, and which shall be determined by an invoice, authenticated by the seal and signature of the proper officer on each side: nor shall any arbitrary valuation of any article or commodity be admitted to enhance the amount of the duties payable thereon, and the said duties shall be fixed and immutable except by the mutual consent of the contracting parties.

Article 6.

The Honourable East India Company shall on their part, adopt similar arrangements in every respect for the purpose of facilitating the transit through their dominions of all articles, the growth, produce, or manufacture of His Highness's territories, and of guarding the same from all unjust exactions or vexatious imposts whatever.

Article 7.

The duties payable to the Honourable Company on all articles imported into their territories from His Highness's dominions, shall be collected in the mode prescribed by the 5th article at Masulipatam alone, or at one or more places according to the convenience of the merchants belonging to His Highness's dominions; and the said place or places shall be fixed with the consent of His Highness the Nizam, it being understood that no article imported from His Highness's dominions, shall in any case pay duty more than once, whether the said duty be collected at Masulipatam or elsewhere.

Article 8.

A duty of five per cent. and no more shall be levied once by His Highness's government, and be made payable at Hyderabad on the prime cost of all commodities purchased in His Highness's dominions for exportation.

Article 9.

No merchants or traders under the Company's government shall be allowed to re-vend in the dominions of the Nabob aforesaid, the productions or manufactures of his territories purchased by them therein. Neither shall any grain be exported

from the territories of the Nabob aforesaid, into those of the Honourable Company, without a special licence for the purpose; nor any more grain be purchased in His Highness's territories than what is necessary for the consumption of the subsidiary force. But it is at the same time hereby agreed, that in cases of necessity, permission shall reciprocally be granted immediately on application, for the transportation of grain free from all duties whatever, into the respective territories of the two contracting powers in Hindoستان and Deccan.

HYDERABAD.

Article 10.

The traders under both governments, namely, all such as shall traffic from the Honourable East India Company's territories to the territories of His Highness the Nabob Asoph Jah, and *vice versa*, shall, upon the importation of their commodities into the respective territories, pay once a duty of five per cent. according to the terms prescribed in the foregoing articles. With respect to others who do not come under the above description, such ■ traders from foreign parts, or inhabitants of Hyderabad, who have always paid the usual duties, the Kurrora shall, ■ heretofore, levy duties from them according to custom.

Article 11.

The preceding regulations shall take effect and be established in the respective territories of the contracting parties on the 1st day of September next, answering to the 2d of Jemmadi-ul-Awul, A. H. 1217, after which day no duties shall be levied in any other manner than in conformity to the stipulations of this treaty.

Article 12.

This treaty, consisting of twelve articles, being this day settled by Major James Achilles Kirkpatrick with the Nabob Asoph Jah Behauder, Major Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nabob, who on his part, has also delivered one copy of the same, duly executed by himself: and Major Kirkpatrick, by virtue of special authority given to him in that behalf, by His Excellency the Most Noble the Governor General in Council, hereby declares the said treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of fifty days, a copy of the same from the Governor General in Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy, the treaty executed by Major Kirkpatrick shall be returned.

Signed, sealed, and exchanged at Hyderabad, this 12th day of April, A. D. 1802, or 8th day of Zehidge, A. H. 1216.

(Signed) J. A. KIRKPATRICK,
Resident.



In 1803 Nizam Ali Khan died, and was succeeded by his eldest son Secunder Jah, at whose request the subjoined engagements were executed, recognising existing Treaties:

∴ No. LXXVIII.

INSTRUMENT under the signature of the GOVERNOR GENERAL in Council, delivered to the NIZAM (SECUNDER JAH) on his accession to the musnud, recognising all the former treaties and engagements with Nizam Ali deceased.

The friendship and alliance which ■ firmly and happily subsisted between His late Highness the Nabob Nizam Ali Khan, Soubahdar of the Deccan, and the Honourable Company's Government, shall be considered to subsist with

HYDERABAD. equal force and sincerity, and shall continue for ever unimpaired between His late Highness's eldest son and successor, the Nabob Secunder Jah, and the Honourable Company, and all treaties and engagements which subsisted between His late Highness and the Honourable Company's Government, shall be considered to be in full force to all intents and purposes. And His Excellency the Most Noble the Governor General in Council hereby declares, on the part of the Honourable Company, that the British Government is effectually bound by the said engagements and treaties, and that the said engagements and treaties shall be duly observed until the end of time. ■

Given under the seal of the Honourable Company, and the signature of His Excellency the Most Noble the Governor General in Council, at Fort William in Bengal, this 24th day of August, 1803.

Engagement between Secunder Jah and the Company, 1803.

The friendship and union which so strongly and happily subsisted between the late Nabob Nizam Ali Khan Behauder (whose soul is in Paradise), and the Honourable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing treaties and engagements likewise, that were contracted with the late Nabob aforesaid, are in full force, to all intents and purposes; and we hereby declare that we are effectually bound by the engagements and treaties aforesaid, and by the blessing of God, the said treaties and engagements shall be duly observed until the end of time.

Signed and sealed on the 7th day of August, Anno Domini 1803, answering to Rubbee-oos-Saunee, A. H. 1218, with the seal and signature of Meer Foulaad Ali Khan Secunder Jah Behauder, Soubahdar of the Deccan, and delivered in duplicate, on the day aforesaid, by His Highness himself to Major James Achilles Kirkpatrick, resident at the Court of Hyderabad.



The Seal
of the Nabob
Secunder Jah.

(Signed) J. A. KIRKPATRICK,
Resident.

The conduct of the Killadars of Dowlutabad and Daroor, in refusing an asylum to the wounded, after the Battle of Assaye, led to the following additional article to the Treaty of 1800:

No. LXXIX.

ADDITIONAL ARTICLE of TREATY between the HONOURABLE EAST INDIA COMPANY on the one part, and His Highness NABOB NIZAM-OOO-MOOLK ASOPH JAH MEER UKBUR ALI KHAN BEHAUDER, Soubah of the Deccan, his children, heirs and successors, on the other; to be considered as appertaining to the treaty of perpetual and general defensive alliance concluded at Hyderabad, on the 12th of October, 1800 A. D. or 22d of Jemmadi-ul-Awul, 1215, A. H.

Article.

In the event (which God however avert!) of joint war breaking out hereafter with any other power, it is hereby agreed that, during the continuance thereof, all officers and all troops, whether individually or collectively, belonging to either of the contracting parties, shall have free ingress and egress to and from all the territories, and to and from all the Forts belonging to each other respectively; and it is hereby further agreed that all officers, whether civil or military, belonging to either government, shall, when requisite, employ all their power and all

the resources at their command, in facilitating the operations of the troops employed, to whichever of the two contracting powers they may happen to belong.

Signed, sealed, and exchanged at Hyderabad, this 9th of January, 1804, agreeing with 25th Ramzan, A. H. 1218.

HYDERABAD.

(Signed) J. KIRKPATRICK,
Resident.



His Highness's Mark.



(A true copy.)

(Signed) J. A. KIRKPATRICK,
Resident.

On the conclusion of the first Mahratta War, the subjoined Treaty, disposing of the territories acquired by the Treaties of Deogaum and Sirje Anjengaum from the Rajah of Berar and Scindiah, was concluded between the British Government and the Nizam:

No. LXXX.

PARTITION TREATY of HYDERABAD, with His Highness the SOUBAH DAR of the DECCAN, 1804.

Treaty for the settlement of general peace in Hindostan and the Deccan, and for the confirmation of the friendship subsisting between the Honourable English East India Company, and its allies, His Highness the Soubahdar of the Deccan, and His Highness Rao Pundit Purdhaun Peishwah Behauder, settled between the said Honourable Company and the said allies, by Major James Achilles Kirkpatrick, Resident at the Court of Hyderabad, in virtue of the powers delegated to him by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Majesty's Most Honourable Privy Council, Governor General in Council of all the British possessions, and Captain General of all the British land forces in the East Indies.

Whereas, by the terms of the treaties of peace concluded by Major General the Honourable Arthur Wellesley, on the part of the Honourable Company and its allies with the Maha Rajah Senah Sahib Soubah, Rajah of Berar, at Deogaum, on the 17th of December, 1803, and with Maha Rajah Dowlut Rao Scindiah, at Sirje Anjengaum, on the 30th of that month, which treaties have been duly ratified by the Governor General in Council, and by the allies of the British Government, certain Forts and territories have been ceded by Maha Rajah Senah Sahib Soubah, and by Maha Rajah Dowlut Rao Scindiah, to the Honourable Company and its allies, and the following articles of agreement, for the settlement of the said Forts and territories, have been concluded by the British Government, and by the said allies:

Article 1.

The province of Cuttack, including the port and district of Balasore, and all cessions, of every description, made by the second article of the treaty of Deogaum, or by any treaties which have been confirmed by the tenth article of the said treaty of Deogaum, shall belong, in perpetual sovereignty, to the Honourable English East India Company.

HYDERABAD.

Article 2.

The territories of which Maha Rajah Senah Sahib Soubah formerly collected the revenues, in participation with His Highness the Soubahdar of the Deccan, and those formerly possessed by Maha Rajah Senah Sahib Soubah, to the westward of the river Wurdah, ceded by the third article of the treaty of Deogaum, and the territory situated to the southward of the hills, on which are the Forts of Nernulah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth article of the treaty of Deogaum to belong to the British Government and its allies, shall belong, in perpetual sovereignty, to His Highness the Soubahdar of the Deccan, with the exception of the districts reserved to Senah Sahib Soubah, in the fifth article of the said treaty of Deogaum.

Article 3.

All the Forts, territories, and rights of Maha Rajah Dowlut Rao Scindiah in the Doab, or country situated between the Jumna and the Ganges, and all his Forts, territories, rights, and interests, in the countries which are to the northward of those of the Rajahs of Jeypoor and Jodepoor, and of the Ranah of Gohud, ceded by the second article of the treaty of Surje Anjengaum, shall belong, in perpetual sovereignty, to the Honourable Company.

Article 4.

The Fort of Baroach, and territory depending thereon, ceded by the third article of the treaty of Surje Anjengaum, shall belong, in perpetual sovereignty, to the Honourable Company.

Article 5.

The Fort and city of Ahmednuggur, together with such part of the territory depending thereon, as is ceded by the third article of the treaty of Surje Anjengaum to the Honourable Company and its allies, shall belong, in perpetual sovereignty, to His Highness the Peishwah.

Article 6.

All the territories which belonged to Maha Rajah Dowlut Rao Scindiah, before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the Fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the river Godavery, ceded by the fourth article of the treaty of Surje Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty, to His Highness the Soubahdar of the Deccan.

Article 7.

All cessions made to the Honourable Company, by any treaties which have been confirmed by the ninth article of the treaty of Surje Anjengaum, shall belong, in perpetual sovereignty, to the Honourable Company.

Article 8.

This treaty, consisting of eight articles, being this day, the 17th of Mohurram, corresponding with the 28th of April, settled and concluded, at Hyderabad, by Major James Achilles Kirkpatrick, with His Highness the Nabob Asoph Jah Meer Akber, Alli Khan Behauder, Soubahdar of the Deccan, the said Major James Achilles Kirkpatrick, has delivered to His said Highness a copy of the same, in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick, and His Highness the Nabob Asoph Jah Meer Akber Alli Khan Behauder has delivered to the said Major James Achilles Kirkpatrick, another copy also in Persian and English, bearing His Highness's seal and signature; and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to His Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble the Governor General in Council, on the receipt of which by His said Highness, the present treaty shall

be deemed complete and binding on the Honourable the English East India Company, and on His Highness, and the copy of it now delivered to His said Highness the Nabob Asoph Jah shall be returned. HYDERABAD.

Done at Hyderabad, this 28th day of April, Anno Domini 1804, or 17th day of Mohurram, Anno Hegiræ 1219.

(Signed) J. A. KIRKPATRICK,
Resident.

On the termination of the Mahratta War of 1817, the arrangements specified in the following Treaty, were made with the Nizam; but, owing to the necessity of surveying the proposed boundary lines, the Treaty was not concluded until 1822 :

No. LXXXI.

TREATY between the HONOURABLE EAST INDIA COMPANY and His Highness the SOUBAHDAR of the DECCAN and his children, heirs, and successors, for the further confirmation of friendship and unity of interests, concluded through the Agency of CHARLES THEOPHILUS METCALFE, ESQUIRE, Resident at the Court of His said Highness, by virtue of full powers to that effect vested in him by His Excellency the MOST NOBLE FRANCIS MARQUIS OF HASTINGS, Knight of the Most Noble Order of the Garter, Knight G.C. of the Most Honourable Order of the Bath, one of His Britannic Majesty's Most Honourable Privy Council, Governor General in Council, appointed by the Honourable the Court of Directors of the said HONOURABLE COMPANY, to direct and control all their affairs in the East Indies, and Commander in Chief of His Majesty's and the Honourable Company's Forces.

Whereas, certain rights, Forts, and territories have come into the possession of the Honourable East India Company from the States of Nagpore and Holkar, and in, consequence of the reduction and occupation of the dominions of the Peishwa the following articles of agreement for the settlement of the said rights, Forts, and territories have been concluded by the said Honourable Company and His said Highness the Soubahdar of the Deccan :—

Article 1.

All former treaties and engagements between the two States now in force, and not contrary to the tenor of this treaty shall be confirmed by it.

Article 2.

The arrears of all claims and demands of choute, and of all other claims whatever on the territories or government of His Highness the Nizam, due by His said Highness to the Peishwa, are hereby declared to be extinguished, and His said Highness is released in perpetuity, from the payment of all choute of every description on account of any part of his possessions.

Article 3.

His Highness the Nizam being desirous of possessing certain of the districts acquired by the late war, on account of their situation within the exterior line of His Highness's frontier, the following exchanges of territory are hereby agreed upon for His Highness's benefit and the mutual convenience of the contracting parties.

Article 4.

The districts formerly belonging to the Peishwa — specified in the Schedule A, hereunto annexed, and estimated at the annual sum of Rupees 5,69,275-8 are hereby transferred in perpetual sovereignty to His Highness the Nizam.

Article 5.

The districts formerly belonging to the Rajah of Nagpore according to the Schedule B, hereunto annexed, and estimated at the annual sum of Rupees 3,13,743-8, together with the forts of Gawilgurb and Narnulla, and the range of hills on which they are situated, shall belong in perpetual sovereignty to His said Highness.

HYDERABAD.

Article 6.

The districts of Umber and Ellora, formerly belonging to Maharaj Mulhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,373 shall also belong in perpetual sovereignty to His said Highness.

Article 7.

His Highness the Nizam on his part hereby cedes to the Honourable Company, in perpetual sovereignty, the whole of his rights and possessions situated on the west or right bank of the river Seena, according to the Schedule C, heretofore annexed, and on the whole of his rights and possessions situated within the district of Ahmednuggur as detailed in the said Schedule, the whole being estimated at the annual sum of Rupees 4,31,785 $3\frac{1}{2}$.

Article 8.

* His Highness the Nizam also cedes, for the purpose of their being transferred in perpetual sovereignty to the Rajah of Nagpore, the whole of his participated rights and possessions situated on the east or left bank of the river Wurdah according to the Schedule D, annexed to the present treaty, and estimated to produce an annual revenue of Rupees 75,000.

Article 9.

Certain assignments of choute within the territory of His Highness the Nizam, to the estimated annual amount of Rupees one lack and twenty thousand, having been guaranteed to Appa Dessaye and the Putwardhuns, His Highness the Nizam hereby agrees to pay the aforesaid sum annually to the Honourable East India Company, in perpetuity.

Article 10.

His Highness the Nizam also engages to confirm and continue all Enams and Wurshasuns and all individual and charitable allowances of every description whatever, which may have been granted either on the choute payable by His Highness to the Peishwa; or any portion of the districts formerly belonging to the Peishwa and now acquired by His said Highness under the 4th article of the present treaty, provided those grants shall have been in force at the breaking out of hostilities with the Peishwa in the month of November, 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstone's proclamation, dated the 11th of February, 1818.

Article 11.

This treaty, consisting of eleven articles, having been this day settled by Charles Theophilus Metcalfe, Esq. with the Nabob Asoph Jah Behauder, one copy thereof has been delivered to the said Nabob, and the Nabob on his part has delivered one copy of the same duly executed by himself, to the aforesaid gentleman, who engages to procure and deliver to His Highness a copy of the same from His Excellency the Governor General, in every respect the counterpart to this executed by himself, after which the copy executed by the aforesaid gentleman shall be returned.

Signed, sealed and exchanged at Hyderabad, 12th December, A. D. 1822, 27th Rubbee-ul-Awul, A. H. 1238.

(Signed) C. T. METCALFE,

L.S.



The
Nizam's
Seal.

(Signed)

HASTINGS.

J. ADAM.

J. FENDALL.

J. H. HARRINGTON.

Ratified by the Governor General in Council, at Fort William in Bengal, this 31st day of December, 1822.

(Signed)

GEORGE SWINTON,
Secretary to the Government.

A.

Schedule of the districts formerly belonging to the Peishwa, and now transferred, by the 4th article of the annexed treaty, to His Highness the Nizam.

Oomurtehair.
Julgaum.
Wyezapoor Seorage.
Untoor ditto.

22 Villages of Talook Rahisbone Seornije.

Dhabany Seorage.
Detached Villages.
Shewlee Peer.
Hirpoor Talookah.
Ghal Nandoor.
Sundry Villages.

Total	-	-	5,69,275	■	0
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B.

Schedule of the districts formerly belonging to the Rajah of Nagpore, and now transferred, by the 5th article of the annexed treaty, to His Highness the Nizam.

Akoal.
Argaum.
Wumais.
Bhatooly.
Kulkall

	-	3,25,000	8	0
Deduct the revenue of Moongaum held by	}			
• Sreedhur Pundit and Jeswunt Rao Ram-				
chunder,				
Half of the village of Belkhaira held by	}	11,257	0	0
Jeswunt Rao Ramchunder				

Total	-	3,13,743	8	0
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C.

Schedule of the rights and possessions of His Highness the Nizam, situated on the west or right bank of the river Seena, and within the district of Ahmednuggur, the whole of which are now transferred, by the 7th article of the annexed treaty, to the Honourable Company.

• *West of the Seena, in the Pergunnah of Mohul, Circar of Purainda.*

The Kusbeh, &c.
Koorwullee, &c.
• Phool Chircholee,
Wurwul, &c.
Ram Higna.

In the Pergunnah of Raseen, Circar of Ahmednuggur.

Koortee, &c.

In the Pergunnah of Pandia, Circar of Pairgaum.

Ahmednuggur.
Saurergaum, &c.
Mentchgaum,
Siraul, &c.
Loonee, &c.

HYDERABAD.*In the Pergunnah of Wangee, Circar of Purainda.*

Luhwa.
 Krishbeh, &c.
 Kunder.
 Hitnowra.

In the Pergunnah of Mundroop, Circar of Solapoor.

Mundroop, &c.
 Meerec, &c.

In the Pergunnah of Taimbhoornee, Circar of Purainder.

Ahola, &c.
 Wuralee.
 Hutgaum.
 Kusbeh of Taimbhoornee.

In the Pergunnah of Chumargoonda, Circar of Ahmednuggur.

Paleywarree, &c.
 Kurgut.
 Koondaiza.
 Saitphut.
 Korygaum.
 Ghautgaum, &c.

In the Pergunnah of Kunywulleet, Circar of Ahmednuggur.

Kusbeh of Nandnuj.
 Hurmulla.
 Pargaum, &c.
 Amba Julgaum, &c.
 Sogaum, &c.
 Mamdgaum, &c.

In the Pergunnah of Burdole, Circar and Soobah of Beejapoor.

Tanklee, &c.
 Jujjeesunnee, &c.*
 Charchars, &c.
 Part of the village of Mandra.
 Codree Kunnoor.
 Choutee and other Ubwaubs granted to the Putwurdhuns.
 In the pergunnah of Oondergaum, Circar of Purainda, Marra, &c.

In the Pergunnah and Circar of Purainda.

Koordoo and 19 other Khalsa villages.
 Badlonee, and 11 other villages.
 Oopla.
 Papnass.

Within the district of Ahmednuggur, in the Pergunnah of Kurwah.

Adulgaum.
 Kolegaum.

In the Pergunnah of Jamkhair.

Kurdlah.
 Jamkhair.
 Loney.
 Punpulgau.
 Sonegaum.
 Sountany attached to the Fort of Purainda.
 Dhurrungaum.

In the Turruff of Ranjungaum.

Anguah.
Bhowsee.

In the Talookah of Khaim.

Khaim.
Nimborry.

In the Talook of Ahmednuggur.

Kohrjaum.
Mreddurgaum.
Mandway.
Pargaum Kolhot.
Balwany.

In the Pergunnah of Pangree.

Bhatamray.
Chickroud.

In the Circar of Sungamnair.

Rahlay.

In the Pergunnah of Nawassa.

Sallabutpoor.
Boorhampore.
Hingangaum.
Chanday.
Lohorwarry.
Dairhgaum.
Moreguhan.
Ballyponduree.
Neembgaum.
Prowrah Sungum.
Pathewully.
Koorneet Sengway.
Sooltanpore.
Kurmore.
Koontaphul.
Tondoolee.
Sallut Wurgong.
Dewallamy.
Wankkree.
Mallwany.
Nimbay.
Prekargaum.
Khandlay Khaddlay
Amulnair.

Total within the district of Ahmednuggur
and on the west bank of the river Seena4,31,785 3 0½

D.

Schedule of the participated rights and possessions of His Highness the Nizam, situated on the east or left bank of the river Wurda, and now ceded by His said Highness, according to the 8th article of the annexed treaty, for the purpose of being transferred to the Rajah of Nagpore.

In the pergunnah of Arwees, Circar of Gaweib.

In the pergunnah of Ashtee, Circar of Gaweil.

In the pergunnah of Amnair, Circar of Khavila.

Total - 75,000 0 0

(Signed) G. SWINTON,
Secretary to the Government.

HYDERABAD.

In 1829 the late Nizam Sekunder Jah died, and was succeeded on the Musnud by his eldest (illegitimate) son, Nasir-ood-Dowlah, who received the following confirmation of existing Treaties :

No. LXXXII.

The friendship and union which have been so strongly and happily established from of old between the HONOURABLE COMPANY and the late NABOB AUSUF JAH MOZUFFER-OOL-MOOMALIK NIZAM-OOL-MOOLK, NIZAM-ODD-DOWLAH NABOB MEER AKBER ALI KHAN BEHAUDER FUTTEH JUNG (whose soul is in Paradise) shall always continue on the same footing between His HIGHNESS AUSUF JAH MOZUFFER-OOL-MOOMALIK, NIZAM-OOL-MOOLK, NIZAM-ODD-DOWLAH, NABOB MEER FURKHUND ALI KHAN BEHAUDER, the eldest son and successor of the deceased Nabob, and the said HONOURABLE COMPANY.

All existing treaties, engagements, and relations that were contracted or established between the two States during the time of the late Nabobs, Nizam-ool-Moolk Nabob Meer Nizam Ali Khan Behauder, and Nizam-ool-Moolk Nabob Meer Akber Ali Khan Behauder, shall remain in full force to all intents and purposes; accordingly the Right Honourable the Governor General, on the part of the said Honourable Company, declares that the British Officers are effectually bound by the engagements and treaties aforesaid, and that by the favour of God, the stipulations of the said treaties and engagements shall be duly observed till the end of time. In assurance whereof the Governor General has given in writing these few lines in the shape of an engagement.

Signed and sealed at Simla, on the twentieth day of September, 1831, A. D. answering to the 13th Rubbee-oss-Sanee, 1247 A. H. and delivered in duplicate on the 17th day of October, 1831, by Major J. Stewart, Resident at the Court of Hyderabad, to His Highness Nabob Ausuf Jah Mozuffer-ool-Moomalik Meer Furkhund Ali Khan Behauder Futteh Jung, Nizam of Hyderabad.

Governor
General's
Seal.

(Signed) W. BENTINCK,

(Signed) H. T. PRINSEP,
Secretary.

NEPAL.NEPAL.

Little is known of the Goorkhas prior to their conquest of Nepal. They are said to be descendants of Hindoos who had been driven out of Rajpootana by Mahomedan oppression; but this, like the reigning family's claim to descent from the Royal house of Odeypore, is seemingly mere conjecture. They appear to have inhabited the hilly country bordering on the Gunduck, for a considerable period, during which they gradually augmented their power by encroachments upon their neighbours. At a later period they advanced through the Kemaon mountains and extended their conquests towards Lumjoong, adding, at some distance of time, the possession of Goorkha to their other acquisitions. Here they are said to have remained stationary for about six generations before the conquest of Nepal, by Raja Purthi Narain, in 1768.

Runjeet Mull, the Raja of Bhatgong, formed an alliance with the Goorkha Raja with a view to strengthen himself against the other Chiefs of Nepal. But he soon discovered that his insidious ally was bent on reducing the whole of Nepal to his own authority.

At this juncture Runjeet Mull applied to the English for military aid in expelling the Goorkhas from his dominions. Under an impression that a lucrative trade might be opened with Nepal, the Raja's request was complied with. A force was accordingly despatched in 1767 under Captain Kinloch, to co-operate with him in the expulsion of the Goorkhas from his dominions. The expedition advanced as far as Hurriarpore, at the foot of the hills, but was unable to proceed further; and the enterprise was abandoned.

Finding opposition hopeless, Runjeet Mull surrendered his person and Capital to Purthi Narain, the Goorkha Raja, and retired to Benares, where he shortly after died.

In 1771 the Goorkhas represented to the Committee at Patna, that as the hill country of Muckwanpore had come into their possession, the cultivated or low lands also belonged to them by the same title, and offered to pay to the British Government, whatever tribute it had previously received from the Raja of Muckwanpore. This claim was admitted, the tribute being an Elephant, 14 cubits in height. After a few years it was agreed to accept an animal of less size, and this annual tribute of an Elephant was regularly paid until relinquished by the Treaty of 1801.

In 1771 Purthi Narain, the first Goorkha Raja of Nepal, died, leaving two sons, Sing Pertaub, and Bahadoor Shah. He was succeeded by the former; and the latter fled the country.

In 1774 the Raja of Nepal attacked and defeated the Kerauti Raja (the Chief of a tribe of that name, then in possession of territory lying towards the Kossi) who fled into the Company's territories, and proposed to make over his country to the English, upon condition of his receiving six annas in the rupee of the net revenue.

The Nepal Raja was alarmed lest this overture should be accepted, to prevent which he sent a mission to Calcutta. This mission appears to have been successful, and the Nepalese engaged on their part to prevent predatory inroads into the Company's territories from the Terrai.

Raja Sing Pertaub died in 1775, and was succeeded by his only legitimate son. Run Bahadoor, the young Raja's uncle, Sah Bahadoor Sah returned from exile, and assumed the administration of affairs in his nephew's name.

About 1790 the Nepalese invaded Tibet, and plundered the temples. The Lamas appealed to the Emperor of China, their temporal protector. A Chinese army of 70,000 men was in consequence sent against the Goorkhas, who were completely vanquished, and pursued by the victorious Chinese to Noakote, within 13 coss of Catmandhoo, where terms, dictated by the conquerors, were accepted, and Nepal acknowledged a dependency of the Chinese Empire.

Pending these operations, the Raja of Nepal made overtures to the Governor General, Lord Cornwallis, for military assistance against the Chinese. The Dalia Lama at Pootla Lassa, also wrote to His Lordship, explaining the cause of the war, and dissuading him against a compliance with the Goorkha Raja's request.

Lord Cornwallis offered his friendly mediation, and with this view, as well as to improve our commercial relations, Captain Kirkpatrick was deputed on a mission to Nepal. Peace was, however, established ere he reached Catmandhoo, where he hardly remained a month and returned without effecting anything.

While the Chinese were advancing, the Raja entered into the following Commercial Treaty with the British Government, through Jonathan Duncan, then Resident at Benares :

No. LXXXIII.

TREATY of COMMERCE with NEPAUL, 1st March, 1792.

Treaty authenticated under the seal of Maha Rajah Run Behauder Shah Behauder Shumshere Jung; being according to the treaty transmitted by Mr. Jonathan Duncan, the Resident at Benares, on the part of the Right Honourable Charles, Earl Cornwallis, K.G., Governor-General in Council; and empowered by the said authority, to conclude a treaty of commerce with the said Maha Rajah, and to settle and fix the duties payable by the subjects of the respective States of the Honourable English Company and those of Nepaul; the said gentleman charging himself with whatever relates to the duties thus to be payable by the subjects of the Nepaul government to that of the Company; in like manner as hath the aforesaid Maha Rajah, with whatever regards the duties thus to be payable by the subjects of the Company's government to that of Nepaul; and the said treaty having been delivered to me (the said Maha Rajah) by Mowlaavy Abdool Kadir Khan, the aforesaid gentleman's vakeel, or agent; this counterpart thereof having been written by the Nepaul government, hath been committed to the said Khan, as hereunder detailed :—

Article 1.

Inasmuch as an attention to the general welfare, and to the ease and satisfaction of the merchants and traders, tends equally to the reputation of the administrators of both the governments of the Company and of Nepaul; it is therefore agreed and stipulated, that $2\frac{1}{2}$ per cent. shall reciprocally be taken, as duty, on the imports from both countries; such duties to be levied on the amount of the invoices of the goods which the merchants shall have along with them; and to deter the said traders from exhibiting false invoices, the seal of the custom houses of both countries shall be impressed on the back of the said

NEPAL.

invoices, and a copy thereof being kept, the original shall be restored to the merchants; and in cases where the merchant shall not have along with him his original invoice, the custom house officers shall, in such instance, lay the duty of $2\frac{1}{2}$ per cent. on a valuation according to the market price.

Article 2.

The opposite stations hereunder specified, within the frontiers of each country, are fixed for the duties to be levied, at which place the traders must pay the same; and after having once paid duties and receiving a rowannah thereon, no other or further duty shall be payable throughout each country or dominion respectively.

Article 3.

Whoever among the officers on either side, shall exceed in his demands for, or exaction of duty, the rate here specified, shall be exemplarily punished by the government to which he belongs, so as effectually to deter others from like offences.

Article 4.

In the case of theft or robberies happening on the goods of the merchants, the Foujedar, or officer of the place, shall, advising his superiors or government thereof speedily, cause the zemindars and proprietors of the spot to make good the value, which is in all cases without fail to be so made good to the merchants.

Article 5.

In cases where in either country any oppression or violence be committed on any merchant, the officers of the country wherein this may happen, shall, without delay, hear and inquire into the complaints of the persons thus aggrieved, and doing them justice, bring the offenders to punishment.

Article 6.

When the merchants of either country having paid the established duty, shall have transported their goods into the dominions of one or the other State, if such goods be sold within such State, it is well; but if such goods not meeting with sale, and that the said merchants be desirous to transport their said goods to any other country beyond the limits of either of the respective States included in the treaty, the subjects and officers of these latter shall not take thereon any other or further duty than the fixed one levied at the first entry; and are not to exact double duties, but are to allow such goods to depart in all safety without opposition.

Article 7.

This treaty shall be of full force and validity in respect to the present and future rulers of both governments, and being considered on both sides a commercial treaty and a basis of concord between the two States, is to be, at all times, observed and acted upon in times to come, for the public advantage and the increase of friendship.

On the 5th of Rejeb, 1206 of the Hegira, and 1199 of the Fussellee style, agreeing with the 1st of March, 1792 of the Christian, and with the 22nd of Phagun, 1848 of the Sunbut Era, two treaties, to one tenor, were written for both the contracting parties, who have mutually engaged that, from the third Bysack 1849 of the Sunbut Era, the officers of both States shall, in pursuance of the strictest orders of both governments, immediately carry into effect and observe the stipulations aforesaid, and not wait for any further or new direction.

(True copy and translation.)

(Signed)

J. DUNCAN,
Resident.

Revenue Department.

(A true copy.)

(Signed)

G. H. BARLOW,
Sub-Secretary.

It subsequently appeared that the Nepalese, in acceding to the above Treaty, had been actuated by a desire to lead their enemies, the Chinese, into a belief that they had formed a close alliance with the British Government, rather than by any wish to improve the commercial relations between the two States.

In 1795 Raja Run Bahadoor removed his uncle (whom he shortly after put to death) from the Regency, and took the administration into his own hands.

In 1800, the Minister, Damodar Pandey, aided by a powerful party of the Chiefs, rose in arms against Raja Run Bahadoor, and compelled him to abdicate in favour of his infant son, Vikrama Sah, and retire to Benares, where he was received with marked attention by the British authorities; money was advanced for his support, and Captain Knox appointed Political Agent to attend upon him.

Run Bahadoor had two wives, the senior had no children, the second was the mother of Runoodut Sah. But the youth, Vikrama Sah, in whose favour Run Bahadoor abdicated, was the illegitimate offspring of a Brahmini woman, whose seduction chiefly caused the Raja's expulsion. To propitiate the Brahmins, and in some degree atone for the outrage committed against the sacred race, the Raja abdicated in favour of this natural, to the exclusion of his legitimate son, Runoodut Sah.

All ranks swore allegiance to the new Raja, Run Bahadoor's second Ranee was appointed Regent, and her son, then six years of age, was nominated Chountra, or head adviser of the Crown. The senior Ranee, who appears to have been a woman of talent and virtue, accompanied the ex-Raja to Benares.

In 1801 Captain Knox was deputed to the Nepal frontier to meet a deputation from Catmandhoo, empowered to make arrangements for the payment of the debt incurred on account of the ex-Raja, as also for his future support. He was likewise to endeavour to place the relations between the two States upon a better footing. The result was the following treaty:

No. LXXXIV.

TREATY with the RAJAH of NEPAUL, 1801.

Whereas, it is evident as the noon-day sun to the enlightened understanding of exalted nobles and of powerful chiefs and rulers, that Almighty God has entrusted the protection and government of the universe to the authority of princes, who make justice their principle, and that by the establishment of a friendly connection between them universal happiness and prosperity is secured, and that the more intimate the relation of amity and union the greater is the general tranquillity; in consideration of these circumstances, His Excellency The Most Noble the Governor General Marquis Wellesley, &c. &c. and the Maha Rajah have established a system of friendship between the respective governments of the Company and the Rajah of Nepaul, and have agreed to the following articles:—

Article 1.

It is necessary and incumbent upon the principals and officers of the two governments, constantly to exert themselves to improve the friendship subsisting between the two States, and to be zealously and sincerely desirous of the prosperity and success of the government and subjects of both.

Article 2.

The incendiary and turbulent representations of the disaffected, who are the disturbers of our mutual friendship, shall not be attended to, without investigation and proof.

Article 3.

The principals and officers of both governments will cordially consider the friends and enemies of either State to be the friends and enemies of the other; and this consideration must ever remain permanent and in force, from generation to generation.

Article 4.

If any one of the neighbouring powers of either State should commence any altercation or dispute, and design, without provocation, unjustly to possess himself of the territories of either country, and should entertain hostile intentions with the view of taking that country, the vakeels on the part of our respective governments at either court, will fully report all particulars to the head of the State, who, according to the obligations of friendship subsisting between the two States, after having heard the said particulars, will give whatever answer and advice may be proper.

Article 5.

Whenever any dispute of boundary and territory between the two countries may arise, such dispute shall be decided, through our respective vakeels or our officers, according to the principles of justice and right; and a landmark shall be placed upon the said boundary, and which shall constantly remain, that the officers, both now and hereafter may consider it as a guide, and not make any encroachment.

Article 6.

Such places as are upon the frontiers of the dominions of the Nabob Vizier and of Nepaul, and respecting which any dispute may arise, such dispute shall be settled by the mediation of the vakeel on the part of the Company, in the presence of one from the Nepaul government, and one from His Excellency the Vizier.

Article 7.

So many elephants, on account of Muckanacinpoor, are annually sent to the Company by the Rajah of Nepaul, and therefore the Governor General, with a view of promoting the satisfaction of the Rajah of Nepaul, and in consideration of the improved friendly connection, and of this new treaty, relinquishes and foregoes the tribute above-mentioned, and directs that the officers of the Company, both now and hereafter, from generation to generation, shall never, during the continuance of the engagement contracted by this treaty (so long as the conditions of this treaty shall be in force) exact the elephants from the Rajah.

Article 8.

If any of the dependants or inhabitants of either country should fly and take refuge in the other, and a requisition should be made for such persons, on the part of the Nepaul government, by its constituted vakeel in attendance on the Governor General, or on the part of the Company's government, by its representative residing at Nepaul, it is, in this case, mutually agreed that if such person should have fled after transgressing the laws of his government, it is incumbent upon the principals of both governments immediately to deliver him up to the vakeel at their respective courts, that he may be sent in perfect security to the frontiers of their respective territories.

Article 9.

The Maha Rajah of Nepaul agrees, that a pergunnah, with all the lands attached to it, excepting privileged lands and those appropriated to religious purposes, and to jaghires, &c. which are specified separately in the account of collections, shall be given up to Samee Jee for his expences, as a present. The conditions with respect to Samee Jee, are, that if he should remain at Benares, or at any other place within the Company's provinces, and should spontaneously farm his jaghire to the officers of Nepaul, in that event the amount of collections shall be punctually paid to him, agreeably to certain kists which may be hereafter settled; that he may appropriate the same to his necessary expences, and that he may continue in religious abstraction, according to his agreement, which he had engraved on brass, at the time of his abdication of the Roy, and of his resigning it in my favour. Again, in the event of his establishing his residence in his jaghire, and of his realizing the collections through his own officers, it is proper that he should not keep such a one and other disaffected persons in his service, and besides one hundred men and maid servants, &c., he must not entertain any persons as soldiers, with a view to the collection of the revenue of the pergunnah; and to the protection of his person he may take two hundred soldiers of the forces of the Nepaul government, the allowances of whom shall be paid by the Rajah of Nepaul. He must be cautious, also, of commencing altercation, either by speech or writing; neither must he give protection to the rebellious and fugitives of the Nepaul country, nor must he commit plunder and devastation upon the subjects of Nepaul. In the event of such delinquency being proved, to the satisfaction of the two governments, the aid and protection of the Company shall be withdrawn from him, and in that event, also, it shall be at the option of the Rajah of Nepaul, whether or not he will confiscate his jaghire.

The Maha Rajah also agrees, on his part, that if Samee Jee should take up his residence within the Company's provinces, and should farm out his land to the officers of Nepaul, and that the kists should not be paid according to agreement, or that he should fix his residence on his jaghire, and any of the inhabitants of Nepaul should give him or the ryots of his pergunnah any molestation, a requisition shall be made by the Governor General of the Company, on this subject, to the Rajah. The Governor General is security for the Rajah's performance of this condition, and the Maha Rajah will immediately acquit himself of the requisition of the Governor General, agreeably to what is above written. If any profits should arise in the collection of the said pergunnah, in consequence of the activity of the officers, or any defalcation occurs from their inattention, in either case, the Rajah of Nepaul will be totally unconcerned.

•Article 10.

With the view of carrying into effect the different objects contained in this treaty, and of promoting other verbal negotiation, the Governor General and the Rajah of Nepaul, under the impulse of their will and pleasure, depute a confidential person to each other, as vakeel, that, remaining in attendance upon their respective governments, they may effect the objects above specified, and promote whatever may tend to the daily improvement of the friendship subsisting between the two States.

Article 11.

It is incumbent upon the principals and officers of the two States, that they should manifest the regard and respect to the vakeel of each other's government, which is due to their rank, and is prescribed by the laws of nations; and that they should endeavour to the utmost of their power, to advance any object which they may propose, and to promote their ease, comfort, and satisfaction, by extending protection to them, which circumstances are calculated to improve the friendship subsisting between the two governments, and to illustrate the good name of both States throughout the universe.

Article 12.

It is incumbent upon the vakeels of both States, that they should hold no intercourse whatever with any of the subjects or inhabitants of the country, excepting with the officers of government, without the permission of those officers; neither should they carry on any correspondence with any of them; and if they should receive any letter or writing from any such people, they should not answer it, without the knowledge of the head of the State, and acquainting him of the particulars, which will dispel all apprehension or doubt between us, and manifest the sincerity of our friendship.

Article 13.

It is incumbent upon the principals and officers mutually to abide by the spirit of this treaty, which is now drawn out according to their faith and religion, and deeming it in force from generation to generation, that they should not deviate from it: and any person who may transgress against it, will be punished by Almighty God, both in this world, and in a future state.

(A true translation.)

(Signed) C. RUSSELL,
Assistant Persian Translator.

• Ratified by the Governor General and Council, 33th October, 1801, and by the Nepaul Durbar on the 28th October, 1802.

Separate Article of a treaty with the Rajah of Nepaul concluded at Dinapore
• October 26th, 1801.

The engagement contracted by Maha Rajah, &c. &c. with His Excellency the Most Noble the Governor General, &c. &c. respecting the settlement of a provision for the maintenance of Purncahir Goonanund Swammee Jee, the illustrious father of the said Maha Rajah, is to the following effect:

That an annual income amounting to Patna sicca rupees eighty-two thousand, of which seventy-two thousand shall be paid in cash and ten thousand in elephants, half male and half female, to be valued at the rate of one hundred

NEPAL.

and twenty-five rupees per cubit, shall be settled on the said Swammee Jee, commencing from the month of Aughun 1858, as an humble offering to assist in the maintenance of his household; and for the purpose of supplying the said income, that the pergunnah of Beejapoor with all the lands thereunto attached (excepting rent-free lands, religious or charitable endowments, jaghires and such like as specified separately in the account of collections) be settled on the said Swammee Jee, under the following conditions: That, in the event of his residing at Benares or other place within the territories of the Honourable Company, and of his voluntarily committing the collections of the said jaghire to the servants of the Nepaul government in such case, seventy-two thousand rupees in cash, and elephants to the value of ten thousand rupees, shall be punctually remitted year after year by established kists to the said Swammee Jee, without fail or delay, so that, appropriating the same to his necessary expences, he may devote himself to the worship of the Supreme Being in conformity to his own declaration, engraved on copper, at the time of his abdicating the Raje and of his bestowing it on the said Maha Rajah; and further, in the event of his establishing his residence upon his jaghire and of his realising the collections through his own officers, it is requisite that he should not keep in his service fomenters of sedition and disturbance, that he shall retain no more than one hundred male and female attendants, and that he shall not retain about his person soldiers of any description. That for the purpose of collecting the revenues of the aforesaid pergunnahs and for his personal protection, he may have from the Rajah of Nepaul as far as two hundred men of the troops of that country, and the allowances of such men shall be defrayed by the Maha Rajah himself. He must not attempt, either by speech or writing, to excite commotion nor harbour about his person rebels and fugitives from the territories of Nepaul, neither must he commit any depredations upon the subjects of that country. And in the event of such delinquency being established to the satisfaction of both parties, that the aid and protection of the Honourable Company shall be withdrawn from the said Swammee Jee, in which case it shall be at the option of the Maha Rajah to confiscate his jaghire. It is also agreed by the Maha Rajah that, provided Swammee Jee should fix his residence within the Honourable Company's territories, and should commit the collections of his jaghire to the officers of the Nepaul government, in that case should the kists not be paid according to the conditions above specified, or in the event of his residing upon his jaghire, provided any of the subjects of Nepaul give him or ryotts of his pergunnah any molestation, in either case, the Governor General and the Honourable Company have a right to demand reparation from the Rajah of Nepaul. The Governor General is guarantee that the Rajah of Nepaul performs this condition and the Maha Rajah, on the requisition of the Governor General, will instantly fulfil his engagements as above specified. In any augmentation of the collections from the judicious management of the officers of Swammee Jee, or in any diminution from a contrary cause, the Maha Rajah is to be equally unconcerned. The Maha Rajah engaging that, on delivering over the pergunnah of Beejapoor to the officers of Swammee Jee the amount of the annual revenue shall be Patna sicca rupees 72,000. That should it be less he will make good the deficiency, and in case of excess, that Swammee Jee be entitled thereto.

(A true translation.)

(Signed) W. D. KNOX.

Ratified by the Governor General and Council, on the 30th October, 1801, and by the Nepaul Durbar, on the 28th October, 1802.

By the separate article of the above Treaty it will be seen that the British government guaranteed the annual payment to the Ex-Raja of 82,000 rupees, but no security was taken for its payment by the Nepal government, and this omission eventually occasioned much loss and annoyance to our government.

On the 31st October, 1801, Captain Knox — appointed Resident at Catmandhoo. He was to watch over the political interests of his government and to direct his particular attention to the establishment of a beneficial system of commerce with Nepal, Tibet, and the adjacent countries.

On his arrival at Catmandhoo he found the government in a state of anarchy, and no sincere desire in any party to abide by the treaty, especially the payment of the allowance to the Ex-Raja, which had been guaranteed by the British government.

In the early part of 1803 the senior Ranees suddenly returned from Benares and dispossessed the junior one of the Regency, which she herself assumed.

Captain Knox, in despair of attaining the objects of his Mission, abruptly left Nepal in March 1803.

On the 24th January 1804, Lord Wellesley, in a letter to the Raja, formally dissolved the alliance between the two States, and it — in consequence intimated to Run Bahadoor that, so far — the British government was concerned, he — free to leave Benares whenever he pleased.

The Raja proceeded with his followers, among whom — Beem Sing Thappa, with the utmost expedition to Nepal, and through the aid of the Regent Ranees, recovered his throne with little opposition. Damoodur Pandey and the leaders of the opposing party were put to death. Many of the Chiefs becoming alarmed, from the Raja's cruel and arbitrary proceedings, for their own safety, entered into a conspiracy with Shere Bahadoor, Run Bahadoor's illegitimate brother, for the purpose of once more ridding the country of Run Bahadoor, who was evidently insane. By the advice of Beem Sing, the Raja summoned his brother to the Durbar, and directed him to join the army, then engaged on an expedition to the westward, and receiving an insolent reply, he ordered his brother for immediate execution. On this, Shere Bahadoor, suddenly drawing his sword, mortally wounded the Raja, and was instantly slain by Ball Nur Sing Kour.

Countenanced by the senior Ranees, the reins of government were now assumed, — Regent for the young Raja, Vickrama Sah, by Beem Sing Thappa; who firmly retained his power for upwards of thirty years. The second Ranees was compelled to perform suttee with the late Raja.

From the dissolution of the British alliance with Nepal in 1804 down to 1812, little intercourse seems to have taken place between the authorities of the two States, beyond vain remonstrances on our part against border infractions, and equally vain efforts to obtain the co-operation of the Nepalese in the suppression of dacoity along the frontier.

The frequency and extent of the Nepalese encroachments upon our territories left no room to doubt that they were not casual but the result of a systematic plan of usurpation. At length Lord Minto threatened the Raja with war unless the British territories were evacuated. On this the Raja proposed that officers should be nominated by the two governments for the investigation and adjustment of all existing frontier disputes. A commission was accordingly appointed, when the right of the British government to the disputed districts was clearly established, but the Nepalese evaded restitution. Thus matters stood when Lord Hastings assumed the government of India.

His Lordship addressed a letter to the Raja threatening immediate hostilities, unless the British districts were given up, and Colonel Bradshaw, the British Commissioner, was instructed, in the event of non-compliance by the Raja, to resume possession of the usurped lands by force of arms. The Raja's reply was unsatisfactory; and Colonel Bradshaw executed his orders with little opposition on the part of the Nepalese.

On the approach of the unhealthy season, our troops were withdrawn from the Terai and the Nepalese took the opportunity to renew their accustomed aggressions. On the 29th May, 1814, three of our police stations in Bootwul were attacked and deforced by a large force; eighteen of the police officers were killed and six wounded, and the thannadar was barbarously put to death, in cold blood, in the presence of the Nepalese Commander.

Lord Hastings, still anxious to avoid hostilities, called upon the Raja to exculpate himself by the disavowal of these atrocities, and punishment of the perpetrators. In reply, the Raja avowed the outrages committed by his officers, for which he evinced no disposition to make atonement. Thus, war with Nepal became inevitable, and was formally proclaimed on the 1st of November, 1814.

The war which ensued, though not at first very successful, was brought to a triumphant conclusion by Sir D. Ochterlony.

Negotiations were opened and twice broken off, on learning the Governor General's terms, by the Nepalese Agents. Upon further consideration Lord Hastings deemed it expedient to relax in his demands, and a draft of a Treaty was sent to Lieut.-Col. Bradshaw, appointed to negotiate on the Sarun frontier, to be delivered to Gujraj Misser, the Nepalese negotiator. It was accordingly submitted to the Gooroo and Chunder Seekur Opadhia, another Brahmin, who had been associated with him to treat on the part of Nepal. They declared that they did not feel themselves competent to accede to the terms which the draft contained, without a previous reference to their Court, and promised a definite answer in fifteen days. The fifteen days passed, but no answer arrived, and the negotiations were again broken off on the 29th of October 1815.

The Governor General authorized a still further relaxation in his terms if the Nepalese negotiators should return. In the mean time, however, the Gooroo Gujraj Misser, had returned from Catmandhoo and signed the treaty, according to the draft submitted to his Court. But Colonel Bradshaw made known to the Nepalese Vakeels the Governor General's intention to make some relaxation in the terms of the treaty as regarded the Terai.

While these negotiations were going on, the war party at the Court of Nepal obtained the ascendancy, and the ratification of the treaty was not only withheld, but active preparations made for a renewal of hostilities.

NEPAL.

Another campaign being thus unavoidable, the Military Command and Political Authority were united in the person of Sir D. Ochterlony, who, by a series of masterly operations, speedily reduced the Nepalese to his mercy, and necessity of imploring in the most abject terms his acceptance of the treaty of Segoulee, which two months before their Raja had declined to ratify, although it had been settled and signed by his own agents vested with full authority from himself, given after he was perfectly aware of its terms.

Sir David had previously resolved not to insist on harder terms than those contained in the treaty of Segoulee, if he found the enemy sufficiently humbled. Being fully satisfied on this point, he at length consented to accept the ratified treaty, on the execution by the Vakeels of a declaration that the Raja of Nepal relinquished all expectation of any relaxation of its conditions, such as Lieutenant-Colonel Bradshaw had held out to them. This condition was readily agreed to, and the ratified copies of the following treaty were duly engaged in the valley of Muckwanpore on the 4th of March 1816 :

No. LXXXV.

TREATY of PEACE between the HONOURABLE EAST INDIA COMPANY and Maha Rajah BIKRAM SAH, Rajah of NEPAUL, settled between Lieutenant Colonel BRADSHAW on the part of the Honourable Company, in virtue of the full powers vested in him by His Excellency the Right Honourable FRANCIS, Earl of MOIRA, Knight of the Most Noble Order of the Garter, one of His Majesty's Most Honourable Privy Council, appointed by the Court of Directors of the said Honourable Company, to direct and control all the affairs in the EAST INDIES, and by SREE GOOROO GUJRAJ MISSEER and CHUNDER SEEKUR OPEDEEA, on the part of Maha Rajah GIRMAUN JODE BIKRAM SAH BEHAUDER SHUMSHERE JUNG, in virtue of the powers to that effect vested in them by the said Rajah of NEPAUL.

Whereas, war has arisen between the Honourable East India Company and the Rajah of Nepaul, and whereas, the parties are mutually disposed to restore the relations of peace and amity which, previously to the occurrence of the like differences, had long subsisted between the two States, the following terms of peace have been agreed upon :

Article 1.

There shall be perpetual peace and friendship between the Honourable East India Company and the Rajah of Nepaul.

Article 2.

The Rajah of Nepaul renounces all claim to the lands which were the subject of discussion between the two States before the war, and acknowledges the right of the Honourable Company to the sovereignty of those lands.

Article 3.

The Rajah of Nepaul hereby cedes to the Honourable the East India Company in perpetuity, all the undermentioned territories, namely :—

FIRST.—The whole of the low lands between the rivers Kali and Rapti.

SECONDLY.—The whole of the low lands (with the exception of Bootwal Khass) lying between the Rapti and the Gunduck.

THIRDLY.—The whole of the low lands between the Gunduck and Coosah, in which the authority of the British government has been introduced or is in actual course of introduction.

FOURTHLY.—All the low lands between the rivers Meitchee and the Teestah.

FIFTHLY.—All the territories within the hills eastward of the river Meitchee including the Forts and lands of Nagree and the pass of Nagarcote leading from Morung into the hills, together with the territory lying between that pass and Nagree. The aforesaid territory shall be evacuated by the Goorkah troops within 40 days from this date.

Article 4.

With a view to indemnify the chiefs and baradars of the State of Nepaul, whose interests will suffer by the alienation of the lands ceded by the foregoing

article, the British government agrees to settle pensions, to the aggregate amount of two lacs of rupees per annum, on such chiefs as may be selected by the Rajah of Nepal, and in the proportions which the Rajah may fix. As soon as the selection is made, sunnuds shall be granted under the seal and signature of the Governor General for the pensions respectively.

Article 5.

The Rajah of Nepal renounces for himself, his heirs and successors, all claim to, or connection with, the countries lying to the west of the river Kali, and engages never to have any concern with those countries or the inhabitants thereof.

Article 6.

The Rajah of Nepal engages never to molest or disturb the Rajah of Siccim in the possession of his territories; but agrees, if any differences shall arise between the state of Nepal and the Rajah of Siccim, or the subjects of either, that such differences shall be referred to the arbitration of the British government, by whose award the Rajah of Nepal engages to abide.

Article 7.

The Rajah of Nepal hereby engages never to take or retain in his service any British subject nor the subject of any European or American State, without the consent of the British government.

Article 8.

In order to secure and improve the relations of amity and peace hereby established between the two States, it is agreed that accredited ministers from each shall reside at the Court of the other.

Article 9.

This treaty, consisting of nine articles, shall be ratified by the Rajah of Nepal within fifteen days from this date, and the ratification shall be delivered to Lieutenant-Colonel Bradshaw, who engages to obtain and deliver to the Rajah the ratification of the Governor-General within twenty days, or sooner if practicable.

Done at Segoulee, on the 2d day of December, 1815.

Red Seal
of the
Rajah of
Nepaul.

S.

(Signed) PARIS BRADSHAW, *Lieut.-Col. P. A.*

S.

„ SREE GOOROO GUJRAJ MISSER.

S.

„ CHUNDER SEEKUR OPADDEA.

Ratified 9th December, 1815.

Received this Treaty from Chunder Seekur Opaddeea, agent on the part of the Rajah of Nepal, in the valley of Muckwanpore, at half past two o'clock P.M. on the 4th March, 1816, and delivered to him the counterpart treaty on behalf of the British government.

(Signed) D. OCHTERLONY,
Agent Governor General.

NEPAL.

The following is the Declaration which Sir David Ochterlony required the Nepal Vakeels to execute before he accepted the treaty of Segoulee :

No. LXXXVI.

TRANSLATION, through the medium of a Persian version, of an ENGAGEMENT (IKRARNAMA) in the Hindee language, executed at MUCKWANPORE MAUREE, by KAJEE BUKTAWUR SING THAPPA and CHUNDER SEEKUR OPADDEA, Plenipotentiaries on the part of the RAJAH of NEPAUL.

At the time of delivering the treaty Major General Sir David Ochterlony was pleased to observe that the Right Honourable the Governor General had not authorized him to accept the treaty, and that he could not encourage any hope of those indulgences of which a prospect had been held out by Lieutenant-Colonel Bradshaw, being granted in addition to the treaty ; that His Lordship indeed would not grant them, and that he would not recommend him to do so ; that nothing beyond what was stated in the treaty would be allowed. Accordingly we, Sree Kajee Buktawur Sing Thappah and Chunder Seekur Opadeea, have agreed to what Sir David Ochterlony has required. In testimony whereof, we have executed this Razeenama, and delivered it to the Major General, dated 5th of Sooddee Phagun, 1872 Sumbut, corresponding with Tuesday, the 4th of March 1816.

(A true translation.)

(Signed) J. MONCKTON,
Persian Secy. to Govt.

The Honourable W. Gardner was appointed Resident at Catmandhoo, and after all the articles of the above Treaty, so far as depended on the Nepalese, had been duly executed, the Government, as an act of grace and favour to the Raja, commuted the pensions stipulated in the treaty for a retrocession of the Nepalese Terrai, with the exception of that portion of it which skirted the Oude dominions, which was ceded, with an adjacent district of Rohilcund to the King of Oude, by the treaty of 1st May 1816, No LIII.

SICCIM.

SICCIM.

This petty State became tributary to the Goorkhas about 1789 A.D. On the breaking out of the war with Nepal in 1814, the Raja co-operated to the best of his ability, with our government against the Nepalese. His safety and independence of Nepal were therefore provided for in the 6th Article of the treaty of Segoulee. On the 10th of February, 1817, the following Engagement was entered into with the Raja, who shortly afterwards received a Sunnud for certain low lands which had formed part of his ancient dominions, but had been seized by the Nepalese :

No. LXXXVII.

TREATY, COVENANT, or AGREEMENT entered into by Captain BARRE LATTER, Agent on the part of His Excellency the Right Honourable the Earl of Moira, K.G., Governor General, &c. &c. &c. &c., and by NAZIR CHAINA TENJIN and MACHA TEINBAH and LAMA DUCHIM LONGDOO, deputies on the part of the Rajah of SIKHEEMPUTTEE, being severally authorized and duly appointed for the above purposes.

Article 1.

The Honourable East India Company cedes, transfers, and makes over in full sovereignty to the Sikheemputtee Rajah, his heirs or successors, all the hilly or mountainous country situated to the eastward of the Meitchie river and to the westward of the Teestah river, formerly possessed and occupied by the Rajah of Nepaul, but ceded to the Honourable East India Company by the treaty of peace signed at Segoulee.

Article 2.

The Sikheemputtee Rajah engages for himself and successors, to abstain from any acts of aggression or hostility against the Goorkhas or any other State.

Article 3.

That he will refer to the arbitration of the British Government any disputes or questions that may arise between his subjects and those of Nepaul, or any other neighbouring State, and to abide by the decision of the British government.

Article 4.

He engages for himself and successors to join the British troops with the whole of his military force when employed within the hills, and in general to afford the British troops every aid and facility in his power.

Article 5.

That he will not permit any British subject nor the subject of any European or American State to reside within his dominions, without the permission of the English government.

Article 6.

That he will immediately seize and deliver up any dacoits or notorious offenders that may take refuge within his territories.

Article 7.

That he will not afford protection to any defaulters of revenue or other delinquents when demanded by the British government, through their accredited Agents.

Article 8.

That he will afford protection to merchants and traders from the Company's provinces, and he engages that no duties shall be levied on the transit of merchandize beyond the established custom at the several golahs or marts.

Article 9.

The Honourable East India Company guarantees to the Sikheemputtee Rajah and his successors the full and peaceable possession of the tract of hilly country specified in the first article of the present agreement.

Article 10.

This treaty shall be ratified and exchanged by the Sikheemputtee Rajah within one month from the present date, and the counterpart, when confirmed by His Excellency the Right Honourable the Governor General, shall be transmitted to the Rajah.

Done at Titalya, this 10th day of February, 1817, answering to the 9th of Phagoon, 1873 Sumbut, and to the 30th of Maugh, 1223, Bengallie.

L. S.

BARREE LATTEE.

L. S.

NAZIR CHANA TINGIN.

L. S.

MACHA TIMBAH

L. S.

LAMA DUCHIN LONGADOO.

The
Company's
Wafer Seal.

The Governor
General's Small
Seal.

(Signed)

MOIRA.

"

N. B. EDMONSTONE.

"

ARCHD. SETON.

"

GEO. DOWDESWELL.

Ratified by the Governor General in Council, Fort William, this fifteenth day of March, one thousand eight hundred and seventeen.

(Signed)

J. ADAM,

Acting Chief Secy. to Government.

SICCIM.

Draft of a Sunnud for the Rajah of Siccim, dated 7th April, 1817.

The Honourable East India Company, in consideration of the services performed by the hill tribes under the control of the Rajah of Siccim, and of the attachment shown by him to the interest of the British government, grants to the Siccimputty Rajah, his heirs and successors, all that portion of low land situated eastward of the Meitchie river, and westward of the Maha Nuddee, formerly possessed by the Rajah of Nepaul, but ceded to the Honourable East India Company by the treaty of Segoulee to be held by the Siccimputty Rajah as a feudatory, or as acknowledging the supremacy of the British government over the said lands, subject to the following conditions :

The British laws and regulations will not be introduced into the territories in question, but the Siccimputty Rajah is authorized to make such laws and regulations for their internal government, as are suited to the habits and customs of the inhabitants or that may be in force in his other dominions.

The articles or provisions of the treaty signed at Titalya, on the 10th February, 1817, and ratified by His Excellency the Right Honourable the Governor General in Council, on the 15th of March following, are to be in force with regard to the lands hereby assigned to the Siccimputty Rajah, as far as they are applicable to the circumstances of those lands.

It will be especially incumbent on the Siccimputty Rajah and his officers to surrender, on application from the officers of the Honourable Company, all persons charged with criminal offences, and all public defaulters who may take refuge in the lands now assigned to him, and to allow the police officers of the British government to pursue into those lands and apprehend all such persons.

In consideration of the distance of the Siccimputty Rajah's residence from the Company's provinces, such orders as the Governor General in Council may, upon any sudden emergency, find it necessary to transmit to the local authorities in the lands now assigned, for the security or protection of those lands, are to be immediately obeyed and carried into execution in the same manner as if coming from the Siccimputty Rajah.

In order to prevent all disputes with regard to the boundaries of the low lands granted to the Siccimputty Rajah, they will be surveyed by a British officer, and their limits accurately laid down and defined.

In 1836 the Raja made an unconditional cession of Darjeeling to the British government, but in 1841, it was determined to grant him 3,000 rupees per annum, as compensation.

BOOTAN.**BOOTAN.**

Bootan is situated among the mountains which form the southern slope of the great Himalayan range overlooking the plains of Bengal.

Little is known of the early history of Bootan. In 1772 the Rajah of Cooch Behar, a dependency of Bengal, applied to the British government for aid against the Booteahs, who had invaded and ravaged his country. His request was complied with, a British detachment under Captain Jones expelled the Booteahs from Cooch Behar and pursued them into their own country.

The Booteahs then besought the assistance of the Tibetan authorities. A letter requesting a cessation of hostilities against Bootan, was in consequence addressed to Warren Hastings by the Teshoo Lama, then Regent of Tibet and guardian of Grand Lama of Lassa. The Lama's request was favourably received, and after some negotiation the following Treaty of Peace was concluded.

No. LXXXVIII.

ARTICLES of a TREATY of Peace between the HONOURABLE ENGLISH EAST INDIA COMPANY and the DEB RAJA or RAJAH OF BOOTAN.

1st.—That the Honourable Company, wholly from consideration for the distress to which the Bootans represented themselves to be reduced, and from the desire of living in peace with their neighbours, will relinquish all the lands which belonged to the Deb Rajah before the commencement of the war with

the Rajah of Cooch Behar, namely, to the eastward, the lands of Chitchacotta and Pangola-haut, and to the westward, the lands of Kyrunttee, Marragaut, and Luckypoor.

2nd.—That for the possession of the Chitchacotta province, the Deb Raja shall pay an annual tribute of five Tangun Horses to the Honourable Company, which was the acknowledgement paid to the Behar Rajah.

3rd.—That the Deb Rajah shall deliver up Dridjindenarain, Rajah of Cooch Behar, together with his brother the Dewan Deo, who is confined with him.

4th.—That the Bootans, being merchants, shall have the same privilege of trade as formerly without the payment of duties, and their caravan shall be allowed to go to Rungpore annually.

5th.—That the Deb Raja shall never cause incursions to be made into the country, nor in any respect whatever molest the ryots that have come under the Honourable Company's subjection.

6th.—That if any ryot or inhabitant whatever shall desert from the Honourable Company's territories, the Deb Raja shall cause him to be delivered up immediately upon application being made for him.

7th.—That in case the Bootans, or any one under the government of the Deb Rajah shall have any demands upon, or disputes with any inhabitant of these or any part of the Company's territories, they shall prosecute them only by an application to the Magistrate, who shall reside here for the administration of justice.

8th.—That whereas, the Sunneeyasies are considered by the English as an enemy, the Deb Rajah shall not allow any body of them to take shelter in any part of the districts now given up, nor permit them to enter the Honourable Company's territories or through any part of his, and if the Bootans shall not of themselves be able to drive them out, they shall give information to the Resident on the part of the English in Cooch Behar, and they shall not consider the English troops pursuing the Sunneeyasies into those districts any breach of this treaty.

9th.—That in case the Honourable Company shall have occasion for cutting timber from any part of the woods under the Hills, they shall do it duty free and the people they send shall be protected.

10th.—That there shall be a mutual release of prisoners.

This treaty to be signed by the Honourable President and Council of Bengal, &c., and the Honourable Company's seal to be affixed on the one part, and to be signed and sealed by the Deb Raja on the other part.

Signed and ratified at Fort William, the 25th April, 1774.



(Signed)	WARREN HASTINGS,
"	WILLIAM ALDERSEY,
"	P. M. DACRES,
"	J. LAWRELL,
"	HENRY GOODWIN,
"	J. GRAHAM,
"	GEORGE VANSITTART.

(A true copy.)

(Signed)	J. P. AURIOL,
	<i>Assistant Secretary.</i>

The style of the Teshoo Lama's letter, which is remarkable for its simple energy and freedom from Oriental hyperbole, rendered the government desirous of forming a closer acquaintance with him. With this view, and at the same time to open commercial intercourse between the two countries, Mr. Bogle was deputed in 1774 to the Court of the Teshoo Lama. He was favourably received, but the mission was productive of no definite result. Another mission under Captain Turner, was deputed in 1783, for the purpose of fixing the ancient boundaries between the Company's provinces and Bootan, and of promoting commercial intercourse. This mission was also unsuccessful. From this period there was little intercourse with Bootan until our occupation of Assam, and consequent assumption of the rights which had previously appertained to the native sovereigns of that country.

GOOTAN.

Taking advantage of the weakness of the Assam government, the Booteeahs ■■■ usurped several tracts of low land lying at the foot of the mountains, called Dooars or passes; for which they afterwards agreed to pay a small tribute. This tribute became payable to the British, but ■■■ allowed to fall into heavy arrears, and the Booteeahs used the Dooars as ■■■ of committing depredations and outrages in our territory for which no redress could be obtained.

In 1837 Captain Pemberton ■■■ deputed on ■■■ mission to Bootan with the view of adjusting these matters: but his mission failed, and every other means of obtaining redress and security having proved unsuccessful, it ■■■ length became necessary to attach the Dooars; which are ■■■ all under British management.

COOCH BEHAR.**COOCH BEHAR.**

Cooch Behar appears to have been first invaded by the Mahomedans during the vice-royalty of Islam Khan, or about 1637, and ■■■ completely reduced and added as a province to Bengal in 1661 by Meer Jumla, who fixed the tribute at ten lacks of rupees annually. During Jumla's disastrous expedition into Assam, the local governor of Cooch Behar ■■■ expelled, and the Rajah recovered his authority, which seems to have been partially retained by his successors until the province came under the British government with the rest of Bengal in 1765.

In 1772 the Rajah of Cooch Behar, then ■■■ minor, and ■■■ prisoner in the hands of the Booteeahs, offered, through his minister and kinsman, Nazir Deo, to pay half his revenue to the Company, or if they would assist him in expelling the Booteeahs from his country. As it was highly desirable to maintain the Cooch Behar State ■■■ barrier between the Booteeahs and the Rungpore district, into which they had made frequent predatory incursions, the Rajah's proposals were agreed to, and the following Treaty concluded:

No. LXXXIX.**TREATY with the RAJAH of COOCH BEHAR.**

Articles of Treaty between the Honourable East India Company and Durrindernarain, Raja of Cooch Behar.

Durrindernarain, Raja of Cooch Behar, having represented to the Honourable the President and Council of Calcutta the present distressed state of the country, owing to its being harrassed by the neighbouring independent Rajas, who are in league to depose him, the Honourable the President and Council, from a love of justice and desire of assisting the distressed, have agreed to send a force, consisting of four companies of sepoys and a field piece, for the protection of the said Raja and his country against his enemies, and the following conditions are mutually agreed on:—

FIRST.—That the said Raja will immediately pay into the hands of the Collector of Rungpore 50,000 rupees to defray the expences of the force sent to assist him.

SECOND.—That if more than 50,000 rupees ■■■ expended, the Raja will make it good to the Honourable the English East India Company, but in case any part of it remains unexpended that it be delivered back.

THIRD.—That the Rajah will acknowledge subjection to the English East India Company upon his country being cleared of his enemies, and will allow the Cooch Behar country to be annexed to the Province of Bengal.

FOURTH.—That the Raja further agrees to make over to the English East India Company one half of the annual revenues of Cooch Behar for ever.

FIFTH.—That the other moiety shall remain to the Raja and his heirs for ever, provided he is firm in his allegiance to the Honourable United East India Company.

SIXTH.—That, in order to ascertain the value of the Cooch Behar country, the Raja will deliver a fair hustabood of his district into the hands of such person as the Honourable the President and Council of Calcutta shall think proper to depute for that purpose, upon which valuation the annual malguzary which the Raja is to pay shall be established.

SEVENTH.—That the amount of the malguzary, settled by such person ■ the Honourable the East India Company shall depute, shall be perpetual. GOOCH BEHAR

EIGHTH.—That the Honourable English East India Company shall always assist the said Raja with ■ force, when he has occasion for it for the defence of the country, the Raja bearing the expence.

NINTH.—That this treaty shall remain in force for the space of two years, ■ till such time as advices may be received from the Court of Directors, empowering the President and Council to ratify the same for ever.

This Treaty, signed, sealed, and concluded by the Honourable the President and Council at Fort William, the fifth day of April, 1773, ■ the ■ part, and by Durrindernarain, Rajah of Cooch Behar, at Beyhar Fort, the 6th Maug; 1179, Bengal stile, on the other part.

Agreeably to the stipulations of the above treaty, Captain Jones proceeded into Cooch Behar with four companies of sepoys and two guns. He effected the Raja's liberation, and not only expelled the Booteahs, but carried the ■ into their own country.

No change appears to have taken place in our relations with this Principality. The Raja, who was released by British interference, ■ succeeded by his ■ Horrindar Narian, who, in 1839, was succeeded by his eldest son, Sreehund Narian. Cooch Behar pays an annual tribute to ■ of 66,000 sicca rupees.

ASSAM.

ASSAM.

We possess but little knowledge of the early history of Assam. In 1638, while Shah Jehan occupied the Imperial throne, the Assamese descended the Burhampooter and plundered the country ■ Dacca; they were expelled by Islam, the Governor of Bengal, who pursued them into their own country, which he ravaged and then returned. During the civil wars between Aurungzebe and his brothers, the King of Assam again dropped down the river with his flotilla and plundered the country in the vicinity of Dacca. These predatory incursions led to the invasion of Assam, in the reign of Aurungzebe, by Meer Jumla, the Soubahdar of Bengal. He defeated the Raja, who fled to the mountains, and most of the chiefs made their submission to the conqueror, who deemed his conquest complete. But the rains set in with unusual violence, the whole country was flooded, and Jumla's army almost annihilated by famine and sickness; he, however, succeeded in bringing the survivors back to Dacca, where he himself died. The Mahomedans undertook no further expedition against Assam.

The Assamese are said to have only recently adopted a spurious kind of Hindooism. About 1770 a dispute took place between the Raja and some of the Brahmins. This led to ■ rebellion, which the Raja at first reduced, but it broke out again and he ■ driven from his throne.

The Raja represented to government that he had been dethroned chiefly by means of British subjects. Upon this ground, and with the hope of restoring order into Assam and establishing ■ mutually beneficial commerce between it and our provinces, Lord Cornwallis deputed Captain T. Welsh, with about 1,100 sepoys into Assam. The mercenaries from our provinces were expelled, and the Raja replaced ■ his throne; but the endeavour to effect a reconciliation between him and his disaffected chiefs proved fruitless, and after remaining upwards of 12-months in Assam the detachment ■ withdrawn.

While Captain Welsh was in Assam the following Commercial Agreement ■ concluded between him and the Raja, but the government never ratified nor published it, on the ground that the Raja's government was not sufficiently strong to ensure its observance. It does not appear to have ever been observed, and is merely entered here because it is sometimes referred to :

No. XC.

COMMERCIAL TREATY with the RAJAH of ASSAM.

Translation of a new system of Commerce adopted by the Maha Rajah Surgy Deo, Assam, 28th February, 1793.

The Maharajah Surgy Deo, highly sensible of the benefit he has experienced from the aid which has been afforded to him by the British government, and desirous not only of cementing the harmony and friendship which subsists

ASSAM.

between him and that power, but also of extending the beneficial effects thereof, in general, to the subjects of Bengal and Assam, has, at the recommendation of Captain Welsh, the representative at his Court of the said British government, agreed to abolish the injudicious system of commerce which has heretofore been pursued, and to adopt in its stead, the following plan, (liable however, to such alterations and amendments as occasions may require), for the mutual benefit and comfort of the subjects of both countries.

Article 1.

That there shall henceforth be a reciprocal and entire liberty of commerce between the subjects of Bengal and those of Assam, for all and singular goods and merchandizes, on the conditions and in such manner as is settled in the following rules :—

Article 2.

That, to facilitate this free intercourse between the subjects of both nations, those of Bengal, on fulfilling the conditions hereafter prescribed, be permitted to proceed with their boats loaded with merchandize into Assam and to expose their goods for sale at any place, or in any manner may best suit their purposes, without being subject to any other duties than are established by these articles.

Article 3.

That ■ regular impost be levied on all goods and merchandizes, whether of export or import, and that these duties be fixed as follows :

IMPORTS.

FIRST.—That the salt of Bengal be subject to an impost of 10 per cent. on the supposed prime cost, reckoning that invariably at 500 rupees per hundred maunds of 84 sicca weight to the seer.

SECOND.—That the broad cloths of Europe, the cotton cloths of Bengal, carpets, copper, lead, tin, tutenague, pearls, hardware, jewellery, spices, and the various other goods imported into Assam, pay an equal impost of 10 per cent. on the invoice price.

THIRD.—That warlike implements and military stores be considered contraband and liable to confiscation, excepting the supplies of these articles which may be required for the Company's troops stationed in Assam, which, and every other matter of convenience for the said troops, whether of clothing or provisions, are in all cases to be exempt from duties.

EXPORTS.

FIRST.—That the duties to be levied on all articles of export (except in such cases as are hereafter mentioned) be invariably 10 per cent. reckoning agreeable to the rates hereby annexed to each, viz.

Mooga Dohities (per maund of 84 sicca weight to the seer)	Rs.	95	0
Mooga Thread, ditto	-	-	70 0
Pepper, ditto	-	-	-
Elephant's Teeth, ditto	-	-	50 0
Cutna Lac, (per maund of 84 sicca weight to the seer)	Rs.	4	0
Chuprah and Jung Lac, ditto	-	-	3 8
Monjeet, ditto	-	-	4 0
Cotton, ditto	-	-	-

SECOND.—That all articles of export not herein specified (with the exception of the following) and for which no certain calculation can be made, be subject to an equal impost, in such instances always to be paid in kind; and with respect to those articles which have been particularized, that the duties be received either in money or kind, ■ may be most convenient to the merchant: but as it may happen, that a temporary scarcity of grain may occur, either in Bengal or Assam, to provide against which rice and every description of grain be exempt from duties.

Article 4.

That any person or persons detected in attempting to defraud the Surgi Deo of the duties hereby established, shall be liable to ■ confiscation of his or their property, and for ever after debarred the privilege of the trade.

Article 5.

That for the purpose of collecting the said duties, agents be appointed and custom houses established : for the present, ~~unm~~ at the Candahar Chokey and one at Gwahatty.

Article 6.

That it be the business of the agents to be stationed at the Candahar Chokey, to collect the duties on all imports and exports, the produce of the country, to the westward of Gwahatty, for which they are to be held responsible. They are to examine all boats passing up and down the river, and, after having settled with the proprietor for the amount of the duties, they are to grant him a passport, specifying the number and quantity of each article, a copy of which they are to forward without delay to the agents at Gwahatty, whither or further, if it be necessary, the merchant may proceed under sanction of the said pass.

Article 7.

That it be the business of the agents stationed at Gwahatty to collect the duties on all exports, the produce of the country parallel to it, north and south, and also on all exports the produce of the country to the eastward, as far as Nowgong, for which, in like manner, they are to be held responsible. They are to examine all boats passing down the river, and to grant passports to the proprietors, copies of which to be forwarded to the agents at the Candahar Chokey, who are to examine the cargo, lest on the way between Gwahatty and their station, the merchant may have taken goods on board, which could not be specified in the pass granted at that place.

Article 8.

That as an incitement to the agents to be industrious in the discharge of their duty, a recompence be made to them, bearing a proportion to the amount of the collections, and that, for the present, it be fixed at 12 per cent. on the said collections, which is calculated to defray all incidental expences.

Article 9.

That the said agents be required to be sureties for each other, and that the whole be bound by engagements to the Surgy Deo, not only for the purity of their conduct in the collections, but also that they abstain from having any concern either directly or indirectly, in trade.

Article 10.

That a copy of their accounts be produced, on or before the 10th of every month ; and that the payment of the collections be made into the hands of any person the Surgy Deo may appoint to receive it, at the expiration of every quarter.

Article 11.

That the standard weight hereafter, both for exports and imports, be forty seers to the maund, and eighty-four sicca weight to the seer.

Article 12.

That as much political inconvenience might arise to both governments from granting a general licence to the subjects of Bengal to settle in Assam, no European merchant or adventurer, of any description, be allowed to fix their residence in Assam, without having previously obtained the permission of the English government, and that of the Surgy Deo.

Article 13.

That as Captain Welsh, the representative of the said English government, in consideration of the Surgy Deo having removed the prohibitory restrictions which have hitherto existed, to the detriment of free intercourse, has signified his intention of bringing to punishment all persons from Bengal offending against the established laws of Assam, or infringing these articles ; so the Surgy Deo, on his part, declares he will punish all abuses in his subjects, tending to obstruct or discourage the reciprocal intercourse this system is designed to promote.

Article 14.

That copies of these articles be affixed at every public place throughout Assam, that none may plead ignorance, and that Captain Welsh be requested to send one officially to this Government.

(Signed) THOMAS WELSH,
Captain.

The Seal of
the Maha Raja
Surgy Deo.

(A true translation.)

(Signed) ROBERT MACGREGOR,
Lieutenant.

Shortly after Captain Welsh left Assam, the Government was seized by the Bura Gohaing, or Chief Minister, who, for a time allowed the nominal sovereignty to remain with the royal family. From this time down to 1814 Assam seems to have been in a state of complete anarchy, and in addition to their other sufferings the people were often harassed by bands of freebooters from the British provinces.

About 1815 Raja Chunder Caunt, was expelled by the Bura Gohaing was also the next sovereign, Poorunder Sing, when the Bura Gohaing seated himself upon the throne.

Having obtained the assistance of the Burmese, Chunder Caunt compelled the Bura Gohaing to seek refuge in the British territories. In 1822 the Burmese deposed Raja Chunder Caunt, and made Assam a dependency of Ava. On the breaking out of the war with that kingdom, Assam was conquered by the force under Brigadier Richards, and annexed to the British dominions.

In 1833 Upper Assam was granted to Raja Poorunder Sing under the following Treaty:

No. XCI.

TREATY and AGREEMENT concluded between Mr. THOMAS CAMPBELL ROBERTSON, Agent to the GOVERNOR GENERAL on the North East Frontier, on the part of the HONOURABLE COMPANY, and RAJAH POORUNDER SINGH, now residing at Goahatee, in Assam.

Article 1.

The Company give over to Rajah Poorunder Singh, the portion of Assam, lying on the southern bank of the Burrumpooter to the eastward of the Dhun-siree river, and on the northern bank to the eastward of a nullah immediately east of Bishenath.

Article 2.

The Rajah Poorunder Singh agrees to pay an annual tribute of 50,000 rupees of Rajah Mohree coinage to the Honourable Company.

Article 3.

The Rajah Poorunder Singh binds himself in the administration of justice in the country now made over to him, to abstain from the practices of the former Rajahs of Assam, as to cutting off hands and noses, extracting eyes or otherwise mutilating or torturing, and that he will not inflict cruel punishment for slight faults, but generally assimilate the administration of justice in his territory to that which prevails in the dominions of the Honourable Company. He further binds himself not to permit the immolation of persons by suttees.

Article 4.

The Rajah Poorunder Singh binds himself to assist the passage of the troops of the British government through his territory, furnishing supplies and carriage on receiving payment for the same.

CACHAR.

CACHAR.

Raja Govind Chunder, of Cachar, succeeded his brother, Kishen Chunder, in 1813. In 1818 Cachar was invaded by Marjeet Sing, and continued to be the arena of contention between the Munepooree brothers Choorjeet, Merjeet, and Gumbheer Sing until the commencement of 1823, when Gumbheer Sing obtained the ascendancy. Soon afterwards the Burmese invaded Cachar, from which they were expelled during the war, when the legitimate Raja, Govind Chunder, was restored under the subjoined Treaty :

No. XCII.

TREATY concluded between DAVID SCOTT, ESQUIRE, Agent to the GOVERNOR GENERAL on the part of the HONOURABLE EAST INDIA COMPANY and RAJAH GOVIND CHUNDER NARYN, of Cachar, or Herumba.

Article 1.

Rajah Govind Chunder, for himself and his successors, acknowledges allegiance to the Honourable Company, and places his country of Cachar, or Herumba, under their protection.

Article 2.

The internal government of the country shall be conducted by the Rajah, and the jurisdiction of the British courts of justice shall not extend there, but the Rajah agrees to attend at all times to the advice offered for the welfare of his subjects, by the Governor General in Council, and agreeably thereto to rectify any abuses that may arise in the administration of affairs.

Article 3.

The Honourable Company engages to protect the territory of Cachar from external enemies, and to arbitrate any differences that may arise between the Rajah and other States. The Rajah agrees to abide by such arbitration, and to hold no correspondence or communication with foreign powers, except through the channel of the British government.

Article 4.

In consideration of the aid promised by the above article, and other circumstances, the Rajah agrees to pay to the Honourable Company from the beginning of the year 1232 B. S., an annual tribute of ten thousand sicca rupees, and the Honourable Company engages to provide for the maintenance of the Munipoorean Chiefs lately occupying Cachar.

Article 5.

If the Rajah should fail in the performance of the above article, the Honourable Company will be at liberty to occupy and attach, in perpetuity, to their other possessions, a sufficient tract of the Cachar country to provide for the future realization of the tribute.

Article 6.

The Rajah agrees, in concert with the British local authorities, to adopt all measures that may be necessary for the maintenance in the district of Sylhet, of the arrangements in force in the Police, Opium and Salt Departments.

Executed at Buddeerpore, this 6th day of March, 1824, corresponding with the 24th of Fagoon, 1230, B. S.



(Signed) D. SCOTT,
Agent to the Governor General.
(A true copy.)
(Signed) D. SCOTT,
Agent to the Governor General.

Raja Govind Chunder's authority ■■■ successfully resisted in the hilly tracts on the north by Toola Ram. In order to terminate ■ contest so injurious to the welfare of the country, Raja Govind Chunder was induced to assign to Toola Ram the tract of country in the hills then in his possession.

In 1830 Govind Chunder ■■■ assassinated, and there being ■■ descendant, either lineal ■■ adopted, Cachar, with the exception of the hilly tract assigned to Toola Ram, was annexed to the British dominions.

In 1832 Toola Ram ■■■ arrested on ■ charge of murder. It appears he ordered the execution of two ■■■ who had attempted his life, but, for this act, he was not deemed amenable to British jurisdiction; and that portion of the mountainous tracts of Cachar specified in the annexed Agreement, was restored to him:

No. XCIII.

TERMS of AGREEMENT concluded with TOOLA RAM SEENAPUTTEE, on the 3rd November, under the orders of Government, dated 16th October, 1834.

FIRST.—Toola Ram foregoes all claims to the country between the Morihur and Dyung and the Dyung and Keopoli rivers, from which he was dispossessed by Govind Ram and Doorga Ram.

SECOND.—Toola Ram is to hold the remainder of the country formerly in his possession, or the tract of country bounded on the west by the Dyung river, and ■ line to be determined hereafter, drawn from the Baree Ford or the Dyung to a point on the Junuma river between the cultivation of Seil Dhurmpore and of Duboka and the Hajae (excluding the two latter.) By the Jumoon and Dyung rivers north; by the Dunsira river east, and to the south and south-west by the Naga hills and Mowheir river, and he agrees to hold the above tract in dependence on the British government, and to pay a yearly tribute for their protection, of four pairs of Elephant's teeth, each pair to weigh thirty-five seers.

THIRD.—Toola Ram during his life shall receive from the British government ■ stipend of fifty rupees ■ month, in consideration of the foregoing cessions and these agreements.

FOURTH.—The British government shall have the right of placing military posts in any part of Toola Ram's country, and should there be occasion to march troops through it, Toola Ram engages to furnish them with all the requisites of carriage and provisions in his power, he being paid for the same.

FIFTH.—All petty offences committed within Toola Ram's country he shall take cognizance of, and do justice according to the custom of the country, but all heinous crimes shall be transferred to the nearest British Court, and Toola Ram engages to bring such to notice and endeavour to apprehend the offenders.

SIXTH.—Toola Ram shall not establish any custom chowkies on the rivers forming the boundaries of his country.

SEVENTH.—Toola Ram will not commence any military operations against neighbouring Chiefs, without permission of the British government, and in case of being attacked he shall report the same and be protected by British troops, provided the British authorities are satisfied that the aggression has been unprovoked on his part.

EIGHTH.—Ryots shall not be prevented from emigrating to, and settling on either side of the boundary they may prefer.

NINTH.—In case of failing to abide by these conditions, the British government shall be at liberty to take possession of my country.

(Signed) TOOLA RAM SEENAPUTTEE.

Witnesses.

BAPOOR RAM MUNTREE,
Burrah Phookan.

HABEERAIN MOZOOMDAR,
Bowwah.

MADHORAIN RAJAH KHON.

(Signed) FRANS. JENKINS,
Agent to the Governor General.

Toola Ram has lately, with the sanction of Government, transferred the management of his estate to his two sons, Nakool Ram Burmon and Brijenath Burmon.

JYNTIA.

JYNTIA.

Though this petty chief rendered little or no assistance during the Burmese war his territory was secured to him under the following Treaty:

No. XCIV.

TREATY with RAJA RAM SING, of JYNTIA.

TREATY concluded between DAVID SCOTT, Esq. Agent to the GOVERNOR GENERAL, on the part of the HONOURABLE EAST INDIA COMPANY, and RAJAH RAM SING, ruler of JY-JYNTTEEPORE or JYNTAH.

Article 1.

Rajah Ram Sing acknowledges allegiance to the Honourable Company, and places his country of Jyntah under their protection; mutual friendship and amity shall always be maintained between the Honourable Company and the Rajah.

Article 2.

The internal government of the country shall be conducted by the Rajah and the jurisdiction of the British courts of justice shall not extend there. The Rajah will always attend to the welfare of his subjects and observe the ancient customs of government, but should any unforeseen abuse arise in the administration of affairs he agrees to rectify the same agreeably to the advice of the Governor General in Council.

Article 3.

The Honourable Company engages to protect the territory of Jyntah from external enemies, and to arbitrate any differences that may arise between the Rajah and other States. The Rajah agrees to abide by such arbitration and to hold no political correspondence or communication with foreign powers except with the consent of the British government.

Article 4.

In the event of the Honourable Company being engaged in war to the eastward of the Burhampootur, the Rajah engages to assist with all his forces, and to afford every other facility in his power in furtherance of such military operations.

Article 5.

The Rajah agrees, in concert with the British local authorities, to adopt all measures that may be necessary for the maintenance in the district of Sylhet of the arrangements in force in the Judicial, Opium and Salt Departments.

Executed this 10th of March, 1824, corresponding with the 28th of Fagoon, 1230 B. S. at Rajahgunge.

(Signed) D. SCOTT,
Agent to the Governor General.

Seal and signature of Rajah Ram Sing of Jyntia.



Separate Article of Rajah Ram Sing of Jyntia, dated 10th March, 1824.

Separate Article of the Treaty concluded between the Honourable Company and Rajah Ram Sing of Jyntah.

Rajah Ram Sing engages that to assist in the war commenced in Assam between the Honourable Company's troops and those of the King of Ava, he will march a force and attack the enemy to the east of Gowahatty, and the

Honourable Company agrees, upon the conquest of Assam, to confer upon the Rajah a part of that territory proportionate to the extent of his exertions in the common cause.

JYNTIA.

(Signed) D. SCOTT,

Agent to the Governor General.

Seal and signature of Rajah Ram Sing of Jyntia.

Seal.

It having been proved in 1835 that the Raja of Jyntia, while heir apparent, had in 1832 connived at, if he had not actually ordered, the kidnapping of four British subjects for the purpose of human sacrifice, Government confiscated all his possessions in the plains, and the Raja, of his own accord, relinquished his hill districts. A pension of 500 rupees a month was settled upon him, and he took up his residence at Dacca.

NUNGKLOW.

It being desirable to open a direct communication between Assam and Sylhet, the annexed agreement, concurred in by the Cossyah Chiefs, was concluded with the Chief of Nungklow :—

NUNGKLOW.

No. XCV.

ARTICLES of AGREEMENT entered into by Mr. DAVID SCOTT, Agent to the GOVERNOR GENERAL, on behalf of the HONOURABLE COMPANY, and TEERUT SING ASHEMLEE, called the White Rajah, chief of Nungklow.

Article 1.

Rajah Teerut Sing, the ruler of Nungklow and its dependencies, with the advice and consent of his relations, dependent lushkurs and surdars in Council assembled, voluntarily agrees to become subject to the Honourable Company, and places his country under their protection.

Article 2.

The said Rajah agrees to give a free passage for troops through his country to go and to come between Assam and Sylhet.

Article 3.

The Rajah agrees to furnish materials for the construction of a road through his territories, receiving payment for the same, and after its completion to adopt such measures as may be necessary to keep it in repair.

Article 4.

The Agent to the Governor General agrees, on the part of the Honourable Company, to protect the Rajah's country from foreign enemies, and if any other chief injures him, to inquire into the facts, and if it appear that he has been unjustly attacked, to afford him due support. The Rajah on his part agrees to abide by such decision and not to hold any intercourse or correspondence on political matters with any foreign chief without the consent of the British government.

Article 5.

The Rajah agrees that, in the event of the Honourable Company carrying hostilities with any other power, he will serve with all his followers as far to the eastward as Kulliar in Assam, his men being entitled to receive subsistence money from the British government when employed on the plains.

Article 6.

The Rajah promises to rule his subjects according to laws of his country, keeping them pleased and contented, and carrying on the public business accord-

NUNGKLOW.

ing to ancient custom without the interference of the British government, but if any persons should commit violence in the Honourable Company's territory and take refuge in the Rajah's country he agrees to seize and deliver them up.

Dated at Gowahatty, this 30th November, 1826, corresponding with the 16th Aghun, 1233.

(A true translation.)

(Signed) D. SCOTT,
Agent to the Governor General.

In 1829 Teerut Sing, having caused Lieutenants Bedingfield and Burlton, with about 60 Native subjects, to be treacherously massacred, was deposed. After a harassing warfare with the hill chiefs, the ex-Rajah surrendered. He was confined in a state prisoner in the Dacca jail, and Government conferred the district of Nungklow upon his nephew, Rujun Sing.

AVA.

A V A .

A concise account of our early intercourse with the Burmese nation will be found as a supplement to Captain Pemberton's report on the Eastern frontier, and need not be recited here, being entirely of a commercial nature, and in no way bearing upon our present relations with that country.

About 1794, parties of Mugs, driven from Arracan by the oppression of their Burmese conqueror, took refuge in our district of Chittagong. The King of Ava sent his troops into our territory in pursuit of them, without any reference to our Government. When advised of this, Government sent a British force under General Erskine into Chittagong. On the General's arrival, the Burmese Commander made professions of friendship and matters were easily adjusted. It had at this period become an object of political importance to form a closer connection with the Burmese government, in order chiefly to prevent the establishment of French influence in that country. With this view, and the hope of obtaining some political and commercial advantages, the Governor General, Sir John Shore, deputed Captain Symes as his ambassador to the Court of Ava. With the sole object, afterwards became evident, of extracting all his presents, the ministers imposed, without the King's knowledge, some fictitious mandates upon the Envoy, purporting to confer certain commercial immunities on the Company, and authorizing the residence of a British Agent at Rangoon. These spurious documents are not inserted.

In pursuance of this permission, then believed genuine, Captain Hiram Cox was appointed British Resident at Rangoon in 1796. On his arrival at that port he experienced the most disrespectful neglect. He proceeded to the Court, where, after being wheedled out of all his presents, he was treated with marked indignity. As, from the conduct of the Burmese authorities towards him, it became evident that no beneficial result could be expected from his Mission, Captain Cox was recalled early in 1798. No satisfaction was ever demanded for the gross insults offered to the British government through its representative, and to this forbearance subsequent insults may be ascribed.

In 1802 Lieutenant-Colonel Symes was again deputed on a Mission to the Court of Ava by Lord Wellesley. The chief objects of this Mission were an improved treaty of friendship and alliance; protection to commerce; satisfaction for the insolent and menacing conduct of the Governor of Arracan; the establishment of a Resident at Ava, and Consul at Rangoon. The Mission experienced the most humiliating neglect and studied insult, and proved an entire failure.

The state of affairs both in Europe and in India at that time rendered an open rupture with the Burmese very undesirable. Hence it became necessary to devise some means of keeping open our communication with the Burmese government; watching its proceedings with reference specially to the French influence; and at the same time evincing to the Burmese government the Governor General's desire to maintain friendly relations with it. With these views, Government sanctioned the appointment of Lieutenant Canning to act as Colonel Symes's agent at Rangoon. Lieutenant Canning was to observe no ceremony, and to live as a private gentleman. On his arrival at Rangoon he received a letter from the Italian Bishop of Ava, stating that the King was ignorant of Colonel Symes's letters, and was opposed to the wishes of the British government; the French interest being predominant. Lieutenant Canning having, as usual, experienced disrespectful treatment, returned in a few months to Bengal.

In 1809 Captain Canning was deputed as Governor General's Agent to Rangoon to inform the Burmese of the blockade of the French islands by the British, and of the nature

of a blockade, in order that they might not expose their vessels to capture. His instructions embraced other objects of a friendly nature. He proceeded to Court by royal invitation, and his Mission experienced more civility than any previous one; but the reply from the ministers to the Governor General's letter was arrogant and offensive, insinuating a demand of Dacca and Chittagong. Captain Canning left Rangoon on his return in April, 1811.

In the early part of the same year, the fugitive Mugs made a successful irruption into Arracan from Chittagong. For the purpose of satisfying the Burmese Court that this attack had taken place without the knowledge of the British government, and of adjusting some other matters, Captain Canning was, for the third time, deputed to Rangoon. His explanations were declared satisfactory. In the mean time, however, the Mugs had been expelled from Arracan, and the Burmese Governor had violated our territory in pursuit of them. Captain Canning received suitable instructions on the subject, and the matter was in a fair way of satisfactory adjustment, and the Envoy preparing to proceed to the Court, when intelligence reached him of a second invasion of Chittagong, upon which he declined going to the Capital. The Court of Ava perfidiously resolved to seize him and his suite and retain them as hostages for the surrender of the Mug refugees.

The Viceroy at Rangoon made an unsuccessful attempt to obtain forcible possession of the Envoy's person, but he escaped to his ship. On hearing of this, Government recalled him. In the interim repeated and peremptory orders came from Ava to send Captain Canning up well secured, and, but for the salutary dread of two armed vessels then off Rangoon, there is no doubt the order would have been promptly executed. Captain Canning, however, succeeded in returning to Calcutta, having sent the presents to Court by his interpreter.

From Captain Canning's return down to 1823 the Burmese were unremitting in their efforts to procure the surrender of the Mug refugees. Attempts on their part to form a league against us with the Sikhs and Mahrattas had been detected. They had made themselves masters of Assam, and menaced the whole of our Eastern frontier. Emboldened by a forbearance which they ascribed to fear, they demanded the island of Shapoorce, which clearly belonged to us. Having failed to induce Government, either by threats or persuasion, to relinquish it, they took it by force of arms in September, 1823, killing some of our sepoys.

The Government was disposed to consider this a local and unauthorized occurrence, and gave the Ava government an opportunity of rendering satisfaction by dismissing the Arracan Rajah. But the Burmese denied that the island ever belonged to us, declaring that any attempt on our part to re-occupy it would lead to war. Shapoorce was, however, re-occupied without opposition by our troops in November, 1823; but sickness compelled them to retire to Tek Naaf, a post on the adjacent mainland. The Burmese were warned that any attempt on their part to re-possess Shapoorce would be resisted; while, on the other hand, the Governor of Arracan was ordered by the King to retake it at all hazards. The Burmese may now be said to have commenced the war all along our Eastern frontier, vaunting that they would conquer not only Bengal but even England itself. Every effort to preserve peace having completely failed, and no alternative remaining, Government declared war against the Burmese on the 5th of March, 1824.

The particulars of the war need not be mentioned here. When beaten and subdued at every point, and when the British Commander, Sir Archibald Campbell was deterred from marching into their Capital solely by an apprehension that his doing so would occasion an entire disruption of the Burmese Government, the Burmese acceded to the following Treaty, which was concluded at Yandaboo on the 24th February, 1826:—

No. XCVI.

TREATY of PEACE between the HONOURABLE EAST INDIA COMPANY on the one part, and HIS MAJESTY the KING of AVA on the other, settled by Major General Sir ARCHIBALD CAMPBELL, K.C.B. and K.C.J.S., Commanding the expedition, and Senior Commissioner in PEGU and AVA; THOMAS CAMPBELL ROBERTSON, Esquire, Civil Commissioner in PEGU and AVA; and HENRY DUCIE CHADS, Esquire, Captain Commanding His BRITANNIC MAJESTY's and the HONOURABLE COMPANY's Naval Force on the IRRAWADDY river, on the part of the HONOURABLE COMPANY; and by MENG YEE-MAHA-MEN-HLAH-KYAN-TEN WOONG YEE, Lord of LAY-KAING and MENG YEE-MAHAH-MEN-HALH-TU-HAH-THOO-ATWEN-WOON, Lord of the Revenue, on the part of the KING of AVA, who have each communicated to the other their full powers agreed to, and executed at YANDABOO in the kingdom of AVA, on this twenty-fourth day of February, in the year of Our Lord one thousand eight hundred and twenty-six, corresponding with the fourth day of the decrease of the Moon Taboung in the year one thousand one hundred and eighty-seven Gaudma Æra.

Article 1.

There shall be perpetual peace and friendship between the Honourable Company on the one part and His Majesty the King of Ava on the other.

AVA.

Article 2.

His Majesty the King of Ava renounces all claims upon, and will abstain from all future interference with the principality of Assam and its dependencies, and also with the contiguous petty States of Cachar and Jyntia. With regard to Munnipoor it is stipulated, that should Ghumbheer Sing desire to return to that country he shall be recognized by the King of Ava as Rajah thereof.

Article 3.

To prevent all future disputes respecting the boundary line between the two great nations. The British government will retain the conquered provinces of Arracan, including the four divisions of Arracan, Ramree, Cheduba, and Sandoway, and His Majesty the King of Ava cedes all right thereto. The Unnoupsectoumien or Arracan mountains (known in Arracan by the name of the Yeomatoung or Pokhingloun range) will henceforth form the boundary between the two great nations on that side. Any doubts regarding the said line of demarcation will be settled by Commissioners appointed by the respective governments for that purpose, such Commissioners from both powers to be of suitable and corresponding rank.

Article 4.

His Majesty the King of Ava cedes to the British government the conquered provinces of Yeh, Tavoy, and Mergui and Tenasserim, with the islands and dependencies thereunto appertaining, taking the Salween river as the line of demarcation on that frontier; any doubts regarding their boundaries will be settled as specified in the concluding part of article third.

Article 5.

In proof of the sincere disposition of the Burmese government to maintain the relations of peace and amity between the nations; and as part indemnification to the British government for the expences of the war, His Majesty the King of Ava agrees to pay the sum of one crore of rupees.

Article 6.

No person whatever, whether native or foreign, is hereafter to be molested by either party, on account of the part which he may have taken, or have been compelled to take in the present war.

Article 7.

In order to cultivate and improve the relations of amity, and peace hereby established between the two governments, it is agreed, that accredited ministers retaining an escort, or safeguard of fifty men from each, shall reside at the Durbar of the other, who shall be permitted to purchase, or to build a suitable place of residence, of permanent materials; and a commercial treaty, upon principles of reciprocal advantage, will be entered into by the two high contracting powers.

Article 8.

All public and private debts contracted by either government, or by the subjects of either government, with the others previous to the war, to be recognized and liquidated upon the same principles of honour and good faith, as if hostilities had not taken place between the two nations, and no advantage shall be taken by either party of the period that may have elapsed since the debts were incurred, or in consequence of the war; and according to the universal law of nations, it is further stipulated, that the property of all British subjects who may die in the dominions of His Majesty the King of Ava, shall, in the absence of legal heirs, be placed in the hands of the British Resident or Consul in the said dominions, who will dispose of the same according to the tenor of the British law. In like manner, the property of Burmese subjects dying under the same circumstances, in any part of the British dominions, shall be made over to the minister or other authority delegated by His Burmese Majesty to the Supreme Government of India.

Article 9.

The King of Ava will abolish all exactions upon British ships or vessels in Burman ports, that ■ not required from Burmah ships or vessels in British ports, nor shall ships or vessels, the property of British subjects, whether European or Indian, entering the Rangoon river or other Burman ports, be required to land their guns, or unship their rudders, or to do any other act not required of Burmese ships, ■ vessels in British ports.

Article 10.

The good and faithful ally of the British Government, His Majesty the King of Siam, having taken ■ part in the present war, will, to the fullest extent, ■ far as regards His Majesty and his subjects, be included in the above treaty.

Article 11.

This treaty to be ratified by the Burmese authorities competent in the like cases, and the ratification to be accompanied by all British, whether European or Native, American and other prisoners, who will be delivered over to the British Commissioners; the British Commissioners on their part engaging, that the said treaty shall be ratified by the Right Honourable the Governor General in Council, and the ratification shall be delivered to His Majesty the King of Ava, in four months, or sooner if possible, and all the Burmese prisoners shall, in like manner, be delivered over to their own government ■ soon as they arrive from Bengal.

(Signed) ARCHIBALD CAMPBELL.

L. S.

T. C. ROBERTSON,
Civil Commr.

L. S.

Hy. D. CHADS,
Captain, Royal Navy.

L. S.

The King
of Ava's
Seal.

Additional Article.

The British Commissioners being most anxiously desirous to manifest the sincerity of their wish for peace, and to make the immediate execution of the fifth article of this treaty as little irksome or inconvenient as possible to His Majesty the King of Ava, consent to the following arrangements, with respect to the division of the sum total, as specified in the article before referred to, into instalments; viz. upon the payment of twenty-five lacks of rupees, or one fourth of the sum total (the other articles of the treaty being executed) the army will retire to Rangoon. Upon the further payment of ■ similar sum at that place, within one hundred days from this date, with the proviso ■ above, the army will evacuate the dominions of His Majesty the King of Ava with the least possible delay, leaving the remaining moiety of the sum total, to be paid by equal annual instalments in two years from this twenty-fourth day of February, 1826, A. D. through the Consul or Resident in Ava or Pegu, on the part of the Honourable the East India Company.

(Signed) ARCHIBALD CAMPBELL,

L. S.

T. C. ROBERTSON,
Civil Commr.

L. S.

Hy. D. CHADS,
Captain, Royal Navy.

L. S.

cubits, and remain according to the 9th article of the treaty of Yandaboo without unshipping their rudders, or landing their guns, and be free from trouble and molestation as Burmese vessels in British ports. Besides the Royal duties, no more duties shall be given or taken than such are customary.

AVA.

Article 3.

Merchants belonging to one, who go to the other country and remain there, shall, when they desire to return, go to whatever place and by whatever vessel they may desire, without hindrance. Property owned by merchants they shall be allowed to sell; and property not sold and household furniture, they shall be allowed to take away without hindrance, or incurring any expence.

Article 4.

English and Burmese vessels meeting with contrary winds or sustaining damage in masts, rigging, &c., or suffering shipwreck on the shore, shall, according to the laws of charity, receive assistance from the inhabitants of the towns and villages that may be near, the master of the wrecked ship paying to those that assist suitable salvage, according to the circumstances of the case; and whatever property may remain, in the case of shipwreck, shall be restored to the owner.

(Signed) J. CRAWFURD.

Seal.

King
of Ava's
Seal.

(Signed) ATWEN WUN MENGYI-THI-HAMAH-NANDA-THEN-KYAN,
Lord of Sau.

„ ATWENWUN MENGYI-MAHA-MEN-LHA-THI-HA-THU,
Lord of the Revenue.

(A true copy.)

(Signed) J. CRAWFURD, *Envoy.*

Ratified by the Right Honourable the Governor General on the first day of September, one thousand eight hundred and twenty-seven A. D.

(Signed) A. STERLING,
Secy. to Govt.

Agreeably to the 7th Article of the treaty of Yandaboo, Major H. Burney was on the 31st December, 1829, appointed British Resident at the Court of Ava.

In March 1837, a revolution broke out at Ava, and in April the Prince Tharrawaddie deposed the King, his brother usurped the throne, and shortly afterwards put to death the heir apparent, most of the royal family, and all from whom he apprehended opposition. He denied that the treaty of Yandaboo was binding on him, contending that it was personal with the Ex-King. His conduct towards the Resident was unfriendly in the extreme, in consequence of which Colonel Burney removed the residency to Rangoon. Towards the close of the year Colonel Burney retired from the office of Resident, in which he was succeeded by Colonel Benson.

The new Resident was treated with marked indignity by Tharrawaddie, who evinced great repugnance to the residence of a British officer at his court, and revived the arrogant pretensions to objectionable ceremonial. In consequence of the inimical and insulting treatment experienced by the residency, it was moved to Rangoon, and eventually withdrawn altogether in January, 1840. Since this time all communications with the Burmese authorities have been conducted through the Commissioner in the Tenasserim Provinces.

A.V.A.

Tharrawaddie has frequently threatened to retake those provinces; and in 1841 moved, as if with that intention, with a large army to Rangoon; but returned to his Capital without committing any overt act of hostility.

SIAM.

S I A M .

The ancient history of Siam is but little known. The introduction of the Buddhist religion from Ceylon is said to have taken place in A.D. 638. In 1511 the Portuguese opened their first intercourse with Siam. About 1680, a Greek adventurer became Phraklang ■ foreign minister. Through his influence ■ alliance was formed with France and ■ embassy sent in 1684 to Louis the XIV. The Siamese Envoys visited London, and concluded ■ commercial treaty with the Government of Charles II. This treaty was annulled in 1715, at the instance of Mr. Collett, Governor of Fort St. George, and ■ new arrangement substituted, by which all British trade, save that of the Company, was subjected to heavy imposts. From this time down to 1821, several internal revolutions and dynastic changes occurred in Siam, between which and Burmah there was almost constant war. During this period there appears to have been little intercourse between the Siamese and the British governments.

In 1821 Mr. John Crawford was deputed by the Marquis of Hastings, on ■ mission to Siam and Cochin China. The chief object of this mission was to open ■ commercial intercourse with these nations. The Envoy was to avail himself of any favourable opportunity of mediating an amicable adjustment of the differences between the King of Siam and the Raja of Quedah. The mission seems to have been productive of no beneficial result.

On the breaking out of the Burmese war, the Siamese made great professions of co-operating with us against their hereditary enemies; but they rendered no actual assistance. Their policy seems to have been to join neither party, but to hold themselves in readiness to take advantage of the reverses of either. A party of Siamese troops advanced to the vicinity of Martaban, and forcibly carried away ■ number of the inhabitants. As by the Treaty of Yandaboo these captives had become British subjects, Captain Burney was deputed as British Envoy to the Court of Siam to obtain their release and to endeavour to secure an improved commercial relation with Siam. The release of upwards of 1,400 captives, and the following Treaty,* with ■ agreement as to the duties to be levied in Siamese ports on British vessels, were the results of this mission.

No. XCVIII.

The powerful Lord, who is in possession of every good, and every dignity, the God Boodh, who dwells over every head in the city of the sacred and great kingdom of Si-a-yoo-tha-yä, (Titles of the King of Siam.) Incomprehensible to the head and brain, the sacred beauty of the royal palace, serene and infallible there (Titles of the Wang-na or second King of Siam) have bestowed their commands upon the heads of their excellencies, the Ministers of high rank, belonging to the sacred and great king of dom Si-a-yoo-tha-yä, to assemble and frame a treaty with Captain Henry Burney, the English Envoy, ■ the part of the English government, the Honourable East India Company, who govern the countries in India belonging to the English under the authority of the King and Parliament of England, and the Right Honourable Lord Amherst, Governor of Bengal, and other English officers of high rank, have deputed Captain Burney, as an Envoy to represent them, and to frame a Treaty with their Excellencies, the ministers of high rank belonging to the sacred and great kingdom of Si-a-yoo-tha-yä, in view that the Siamese and the English nation may become great and true friends, connected in love and affection, with genuine candour and sincerity, on both sides. The Siamese and English frame two uniform copies of ■ treaty, in order that one copy may

* The basis of ■ treaty settled by Captain Burney and the Rajah of Ligore at Quedah on the 32nd July, 1825, is not inserted, ■ it ■ superseded by this Treaty, and besides it ■ never ratified by the King of Siam.

be placed in the kingdom of Siam, and that it may become known throughout every great and small province subject to Siam, and in order that one copy may be placed in Bengal, and that it may become known throughout every great and small province subject to the English government. Both copies of the treaty will be attested by the royal seal, by the seals of their Excellencies the Ministers of high rank in the city of the sacred and great kingdom of Si-a-yoo-tha-yā, and by the seals of the Right Honourable Lord Amherst, Governor of Bengal, and of the other English officers of high rank.

Article 1.

The English and Siamese engage in friendship, love and affection with mutual truth, sincerity, and candour. The Siamese must not meditate or commit evil, so as to molest the English in any manner. The English must not meditate or commit evil, so as to molest the Siamese in any manner. The Siamese must not go and molest, attack, disturb, seize or take any place, territory or boundary, belonging to the English, in any country subject to the English. The English must not go and molest, attack, disturb, seize or take any place, territory, or boundary, belonging to the Siamese in any country subject to the Siamese. The Siamese shall settle every matter within the Siamese boundaries according to their own will and customs.

Article 2.

Should any place or country, subject to the English do any thing that may offend the Siamese, the Siamese shall not go and injure such place or country, but first report the matter to the English, who will examine into it with truth and sincerity, and if the fault lie with the English, the English shall punish according to the fault. Should any place or country subject to the Siamese do any thing that may offend the English, the English shall not go and injure such place or country, but first report the matter to the Siamese, who will examine into it with truth and sincerity, and if the fault lie with the Siamese, the Siamese shall punish according to the fault. Should any Siamese place or country, that is near an English country, collect at any time an army or a fleet of boats, if the chief of the English country inquire the object of such force, the chief of the Siamese country must declare it. Should any English place or country, that is near a Siamese country, collect at any time an army or a fleet of boats, if the chief of the Siamese country inquire the object of such force, the chief of the English country must declare it.

Article 3.

In places and countries belonging to the Siamese and English, lying near their mutual borders, whether to the east, west, north or south, if the English entertain a doubt as to any boundary that has not been ascertained, the chief of the English must send a letter, with some men and people from his frontier posts to go and inquire from the nearest Siamese chief, who shall depute some of his officers and people from his frontier posts to go with the men belonging to the English chief, and point out and settle the mutual boundaries, so that they may be ascertained on both sides in friendly manner. If a Siamese chief entertain a doubt as to any boundary that has not been ascertained, the chief on the side of the Siamese must send a letter, with some men and people from his frontier posts, to go and inquire from the nearest English chief, who shall depute some of his officers and people from his frontier posts, to go with the men belonging to the Siamese chief, and point out and settle the mutual boundaries, so that they may be ascertained on both sides in a friendly manner.

Article 4.

Should any Siamese subject run and go and live within the boundaries of the English, the Siamese must not intrude, enter, seize, or take such person within the English boundaries, but must report and ask for him in a proper manner; and the English shall be at liberty to deliver the party or not. Should any English subject run and go and live within the boundaries of the Siamese, the English must not intrude, enter, seize or take such person within the Siamese

SIAM.

boundaries, but must report and ask for him in a proper manner, and the Siamese shall be at liberty to deliver the party or not.

Article 5.

The English and Siamese having concluded a treaty, establishing a sincere friendship between them, merchants subject to the English and their ships, junks, and boats, may have intercourse and trade with any Siamese country, which has much merchandize, and the Siamese will aid and protect them, and permit them to buy and sell with facility. Merchants subject to the Siamese and their boats, junks and ships, may have intercourse and trade with any English country, and the English will aid and protect them and permit them to buy and sell with facility. The Siamese desiring to go an English country, or the English desiring to go to a Siamese country must conform to the customs of the place or country on either side: should they be ignorant of the customs, the Siamese or English officers must explain them. Siamese subjects who visit an English country must conduct themselves according to the established laws of the English country, in every particular. English subjects who visit a Siamese country must conduct themselves according to the established laws of the Siamese country in every particular.

Article 6.

Merchants subject to the Siamese or English going to trade either in Bengal or any country subject to the English, or at Bangkok, or in any country subject to the Siamese must pay the duties upon commerce according to the customs of the place or country, on either side, and such merchants and the inhabitants of the country shall be allowed to buy and sell without the intervention of other persons in such countries. Should a Siamese or English merchant have any complaint or suit, he must complain to the officers and governors on either side, and they will examine and settle the same, according to the established laws of the place or country on either side. If a Siamese or English merchant buy or sell without inquiring and ascertaining whether the seller, or buyer be of a good or bad character, and if he meet with a bad man who takes the property and absconds, the rulers and officers must make search and produce the person of the absconder and investigate the matter with sincerity. If the party possess money or property, he can be made to pay, but if he do not possess any, or if he cannot be apprehended, it will be the merchant's own fault.

Article 7.

A merchant subject to the Siamese or English, going to trade in any English or Siamese country, and applying to build godowns or houses, or to buy or hire shops, or houses in which to place his merchandize, the Siamese or English officers and rulers shall be at liberty to deny him permission to stay. If they permit him to stay, he shall land and take up his residence according to such terms as may be mutually agreed on, and the Siamese or English officers and rulers will assist and take proper care of him, preventing the inhabitants of the country from oppressing him, and preventing him from oppressing the inhabitants of the country. Whenever a Siamese or English merchant or subject who has nothing to detain him, requests permission to leave the country and to embark with his property on board of any vessel, he shall be allowed to do so with facility.

Article 8.

If a merchant desire to go and trade in any place or country belonging to the English or Siamese, and his ship, boat, or junk, meet with any injury whatever, the English or Siamese officers shall afford adequate assistance and protection. Should any vessel belonging to the Siamese or English be wrecked in any place or country, where the English or Siamese may collect any of the property belonging to such vessel, the English or Siamese officers shall make proper inquiry and cause the property to be restored to its owner, or in case of his death to

his heir, and the owner or heir will give a proper remuneration to the person^s who may have collected the property. If any Siamese or English subject die in an English or Siamese country, whatever property he may leave shall be delivered to his heir. If the heir be not living in the same country and unable to come, appoint a person by letter to receive the property. The whole of it shall be delivered to such person.

Article 9.

Merchants, subject to the English, desiring to come and trade in any Siamese country, ~~with~~ which it has not been the custom to have trade and intercourse, must first go and inquire of the Governor of the country. Should any country have no merchandize, the Governor shall inform the ship that has come to trade that there is none. Should any country have merchandize sufficient for a ship, the Governor shall allow her to come and trade.

Article 10.

The English and Siamese mutually agree, that there shall be an unrestricted trade between them in the English countries of Prince of Wales' Island, Malacca, and Singapore, and the Siamese countries of Ligor, Merdilong Singora, Patani, Junkceylon, Queda, and other Siamese provinces. Asiatic merchants of the English countries, not being Burmese, Peguers, or descendants of Europeans, shall be allowed to trade freely overland and by means of the rivers. Asiatic merchants, not being Burmese, Peguers, or descendants of Europeans, desiring to enter into, and trade with the Siamese dominions from the countries of Mergui, Tavoy, Tenasserim, and Ye, which are now subject to the English, will be allowed to do so freely, overland and by water, upon the English furnishing them with proper certificates. But merchants are forbidden to bring Opium, which is positively a contraband article in the territories of Siam, and should a merchant introduce any, the Governors shall seize, burn, and destroy the whole of it.

Article 11.

If an Englishman desire to transmit a letter to any person in a Siamese or other country, such person only and no other shall open and look into the letter. If a Siamese desire to transmit a letter to any person in an English or other country, such person only and no other shall open and look into the letter.

Article 12.

Siam shall not go and obstruct or interrupt commerce in the states of Tringano and Calantau. English merchants and subjects shall have trade and intercourse in future with the same facility and freedom as they have heretofore had, and the English shall not go and molest, attack or disturb those States upon any pretence whatever.

Article 13.

The Siamese engage to the English, that the Siamese shall remain in Queda and take proper care of that country, and of its people; the inhabitants of Prince of Wales' Island and of Queda shall have trade and intercourse here- tofore; the Siamese shall levy no duty upon stock and provisions, such as cattle, buffaloes, poultry, fish, paddy, and rice, which the inhabitants of Prince of Wales' Island or ships there, may have occasion to purchase in Queda, and the Siamese shall not farm the mouths of rivers or any streams in Queda, but shall levy fair and proper import and exort duties. The Siamese further engage, that when Chao Phya of Ligor returns from Bangkok, he shall release the slaves, personal servants, family, and kindred belonging to the former Governor of Queda, and permit them to go and live wherever they please. The English engage to the Siamese, that the English do not desire to take possession of Queda, that they will not attack or disturb it, nor permit the former Governor of Queda, or any of his followers, to attack, disturb, or in

SIAM.

in any manner the territory of Queda, or any other territory, subject to Siam. The English engage that they will make arrangements for the former Governor of Queda to go and live in some other country, and not at Prince of Wales' Island or Prye, or in Perak, Salengore, or any Burmese country. If the English do not let the former Governor of Queda go and live in some other country as here engaged, the Siamese may continue to levy an export duty upon paddy and rice in Queda. The English will not prevent any Siamese, Chinese, or other Asiatics at Prince of Wales' Island, from going to reside in Queda if they desire it.*

Article 14.

The Siamese and English mutually engage that the Rajah of Perak shall govern his country according to his own will. Should he desire to send the gold and silver flowers to Siam as heretofore, the English will not prevent his doing as he may desire. If Chao Phya of Ligor desire to send down to Perak, with friendly intentions, forty (40) or fifty (50) men, whether Siamese, Chinese, or other Asiatic subjects of Siam, or if the Rajah of Perak desire to send any of his ministers or officers to seek Chao Phya of Ligor, the English shall not forbid them. The Siamese or English shall not send any force to go and molest, attack, or disturb Perak. The English will not allow the State of Salengore to attack or disturb Perak, and the Siamese shall not go and attack or disturb Salengore. The arrangements stipulated in these two last articles respecting Perak and Queda, Chao Phya of Ligor shall execute as soon as he returns home from Bangkok.

The fourteen articles of this treaty let the great and subordinate Siamese and English officers, together with every great and small province hear, receive, and obey without fail. Their Excellencies the ministers of high rank, at Bangkok, and Captain Henry Burney, whom the Right Honourable Lord Amherst, Governor of Bengal, deputed as an Envoy to represent his Lordship, framed this treaty together in the presence of Prince Krom Meun Seorin Thiraksa, in the city of the sacred and great Kingdom of Si-a-yoo-thä-yă.

The treaty, written in the Siamese, Malayan, and English languages, was concluded on Tuesday, the first day of the seventh decreasing moon, 1188, year dog 8, according to the Siamese Æra, corresponding with the twentieth day of June, 1826, of the European Æra.

Both copies of the treaty are sealed and attested by their Excellencies the ministers, and by Captain Henry Burney. One copy Captain Henry Burney will take for the ratification of the Governor of Bengal, and one copy, bearing the royal seal, Chao Phya of Ligor will take and place at Queda. Captain Burney appoints to return to Prince of Wales' Island in seven months, in the second Moon of the year dog 8, and to exchange the ratifications of this treaty with Phra Phak-di-Bori-rak, at Queda. The Siamese and English shall form a friendship that shall be perpetuated, that shall know no end or interruption as long as Heaven and Earth endure.

(A literal translation from the Siamese.)

(Signed) H. BURNAY, Captain,
Envoy to the Court of Siam.



(Signed) AMHERST.



* NOTE.—The clauses in italics have been annulled at the request of the Court of Siam, vide Pol. Cons. 22d June, 1842.

Ratified by the Right Honourable the Governor General, in camp at Agra, this seventeenth day of January, one thousand eight hundred and twenty-seven.

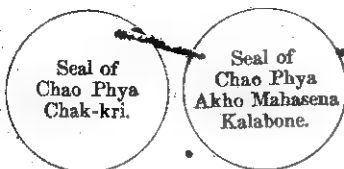
SIAM

By Command of the Governor General,

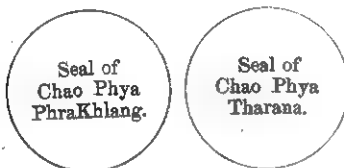
(Signed) A. STIRLING,

Secretary to Government,

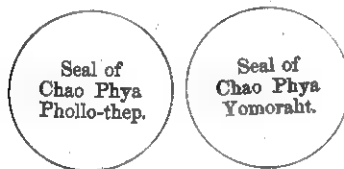
In attendance on the Governor General.



(Signed) COMBERMERE.



(Signed) J. H. HARRINGTON.



(Signed) W. B. BAYLEY.

By command of the Vice President in Council.

(Signed) GEORGE SWINTON,

Secretary to Government.



H. BURNEY, *Captain,*

Envoy to the Court of Siam, from the Right Honourable the Governor General of British India.

No. XCIX.

Their Excellencies the Ministers, and Captain Henry Burney having settled a treaty of friendship, consisting of fourteen articles now frame the following Agreement with respect to English vessels desiring to come and trade in the city of the sacred and great kingdom of Si-a-yoo-thă-yă; (Bangkok.)

Article 1.

Vessels belonging to the subjects of the English Government, whether Europeans or Asiatics, desiring to come and trade at Bangkok, must conform to the established laws of Siam in every particular. Merchants coming to Bangkok, are prohibited from purchasing paddy or rice for the purpose of exporting the same as merchandize, and if they import fire-arms, shot, or gunpowder, they are prohibited from selling them to any party but to the Government. Should the Government not require such fire-arms, shot, or gunpowder, the merchants must re-export the whole of them. With exception to such warlike stores, and paddy and rice, merchants subjects of the English, and merchants at Bangkok, may buy and sell without the intervention of any other person and with freedom and facility. Merchants coming to trade, shall pay once the whole of the duties and charges consolidated according to the breadth of the vessel.

If the vessel bring an import cargo, she shall be charged seventeen hundred (1,700) ticals for each Siamese fathom in breadth.

SIAM.

If the vessel bring no import cargo, she shall be charged fifteen hundred (1,500) ticals for each Siamese fathom in breadth.

No import, export, or other duty shall be levied upon the buyers or sellers from or to English subjects.

Article 2.

Merchant vessels, the property of English subjects, arriving off the bar, must first anchor and stop there, and the Commander of the vessel must despatch a person with an account of the cargo, and a return of the people, guns, shot, and powder, on board the vessel, for the information of the Governor, at the mouth of the river, who will send a pilot and interpreter to convey the established regulations to the Commander of the vessel. Upon the pilot bringing the vessel over the bar, she must anchor and stop below the chokey, which the interpreter will point out.

Article 3.

The proper officers will go on board the vessel and examine her thoroughly, and after the guns, shot, and powder have been removed and deposited at Paknam (port at the mouth of the Menam), the Governor of Paknam will permit the vessel to pass up to Bangkok.

Article 4.

Upon the vessel's arriving at Bangkok, the officers of the customs will go on board and examine her, open the hold, and take an account of whatever cargo may be on board, and after the breadth of the vessel has been measured and ascertained, the merchants will be allowed to buy and sell according to the first article of this agreement. Should a vessel upon receiving an export cargo, find that she cannot cross the bar with the whole, and that she must hire cargo boats to take down a portion of the cargo, the officers of the customs and chokeys shall not charge any further duty upon such cargo boats.

Article 5.

Whenever a vessel or cargo boat completes her lading, the Commander of the vessel must go and ask Chao Phya Phra Khlang for a port clearance, and if there be no cause for detention, Chao Phya Phra Klang shall deliver the port clearance without delay. When the vessel upon her departure, arrives at Paknam, she must anchor, and stop at the usual chokey, and after the proper officers have gone on board and examined her, the vessel may receive her guns, shot and powder and take her departure.

Article 6.

Merchants being subjects of the English government, whether Europeans or Asiatics, the commanders, officers, lascars, and the whole of the crew of vessels, must conform to the established laws of Siam and to the stipulations of this treaty, in every particular. If merchants of every class do not observe the articles of this treaty, and oppress the inhabitants of the country, become thieves or bad men, kill men, speak offensively of, or treat disrespectfully any great or subordinate officers of the country, and the case become important in any way whatever, the proper officers shall take jurisdiction of it, and punish the offender. If the offence be homicide, and the officers, upon investigation, see that it proceeded from evil intention, they shall punish with death. If it be any other offence, and the party be the commander or officer of a vessel, or a merchant, he shall be fined. If he be of a lower rank, he shall be whipped or imprisoned, according to the established laws of Siam. The Governor of Bengal will prohibit English subjects, desiring to come and trade at Bangkok, from speaking disrespectfully or offensively to, or of the great officers in Siam. If any person at Bangkok oppress any English subject, he shall be punished according to his offence in the same manner.

The six articles of this agreement, let the officers at Bangkok, and merchants subject to the English, fulfil and obey in every particular.

SIAM.

(A literal translation from the Siamese.)

(Signed) H. BURNES, *Captain,*
Envoy to the Court of Siam.



(Signed) AMHERST.



Ratified by the Right Honourable the Governor General, in camp, at Agra, this seventeenth day of January, one thousand eight hundred and twenty-seven.

By Command of the Governor General.

(Signed) A. STERLING,
Secretary to Government,
In attendance on the Governor General.



(Signed) COMBERMERE.



(Signed) J. H. HARRINGTON.



(Signed) W. B. BAYLEY.

By command of the Vice President in Council.

(Signed) GEORGE SWINTON,
Secretary to Government.



H. BURNES, *Captain,*

Envoy to the Court of Siam, from the
Right Honourable the Governor
General of British India.

Since the conclusion of the above treaty the most amicable understanding has subsisted between the two countries, and British subjects traverse Siam without let or molestation.

The Siamese have several times demanded and received British aid under the 13th article of the above Treaty, in resisting the attempts of the Ex-Raja to obtain forcible possession of Queda. The Raja has, however made his peace with the King of Siam, by whom he has been re-instated in the government of Queda. On this occasion that part of the 13th article of the above Treaty which relates to the disposal of the Ex-Raja, was formally annulled at the request of the Siamese government.

EASTERN ARCHIPELAGO.

QUEDA.

Government being desirous of obtaining ■ eligible settlement in the Eastern seas, both on account of trade and ■ ■ port of safety for its shipping, the Raja of Queda offered the Island of Penang under the following Agreement:

No. C.

Agreement with the King of Queda, for the cession of Prince of Wales' Island, in 1786. ■

Conditions required by the King of Queda. ■ Replies of the Governor General and Council to the King of Queda's demands.

Article 1.

That the Honourable Company shall be guardian of the seas; and whatever enemy may come to attack the King, shall be an enemy to the Honourable Company, and the expense shall be borne by the Honourable Company.

This Government will always keep an armed vessel stationed to guard the island of Penang, and the coast adjacent, belonging to the King of Queda.

Article 2.

All vessels, junks, prows, small and large, coming from either east or west, and bound to the port of Queda, shall not be stopped or hindered by the Honourable Company's Agent, but left to their own wills, either to buy and sell with us, or with the Company at Pulo Penang, as they shall think proper.

All vessels, under every denomination, bound to the port of Queda, shall not be interrupted by the Honourable Company's Agent, or any person acting for the Company, or under their authority, but left entirely to their own free will, either to trade with the King of Queda, or with the agents or subjects of the Honourable Company.

Article 3.

The articles opium, tin, and rattans, being part of our revenue, are prohibited; and Qualla, Mooda, Pray, and Krean, places where these articles are produced, being so near to Penang, that when the Honourable Company's Resident remains there, this prohibition will be constantly broke through, therefore it should end, and the Governor General allow us our profits on these articles; viz. 30,000 Spanish dollars every year.

The Governor General and Council, on the part of the English East India Company, will take care that the King of Queda shall not be a sufferer by an English settlement being formed on the island of Penang.

Article 4.

In case the Honourable Company's Agent gives credit to any of the King's relations, ministers, officers, or ryotts, the Agent shall make no claim upon the King.

The Agent of the Honourable Company, or any person residing ■ the island of Penang, under the Company's protection, shall not make claims upon the King of Queda for debts incurred by the King's relations, ministers, officers, or ryotts; but the persons having demands upon any of the King's subjects, shall have power to seize the persons and property of those indebted to them, according to the custom and usages of that country.

Article 1.

The English Company are to pay annually to His Highness Yeng de Pur Tuan of Purlies and Queda, ten thousand dollars, as long as the English shall continue in possession of Pulo Penang, and the country on the opposite coast hereafter mentioned.

Article 2.

His Highness Yeng de Pur Tuan, agrees to give to the English Company, for ever, all that part of the sea coast that is between Qualla Kurreean and the river side of Qualla Mooda, and measuring inland from the sea side sixty orlongs; the whole length above-mentioned to be measured by people appointed by Yeng de Pur Tuan and the Company's people. The English Company are to protect this coast from all enemies, robbers, and pirates, that may attack it by sea, from north to south.

Article 3.

His Highness Yeng de Pur Tuan agrees, that all kinds of provisions wanted for Pulo Penang, the ships of war and the Company's ships, may be bought at Purlies and Queda, without impediment or being subject to any duty or custom, and all boats going from Pulo Penang to Purlies and Queda, for the purpose of purchasing provisions, are to be furnished with proper passports for that purpose, to prevent impositions.

Article 4.

All slaves running away from Purlies and Queda to Pulo Penang, or from Pulo Penang to Purlies and Queda, shall be returned to their owners.

Article 5.

All debtors running from their creditors from Purlies and Queda to Pulo Penang, or from Pulo Penang to Purlies and Queda, if they do not pay their debts, their persons shall be delivered up to their creditors.

Article 6.

His Highness Yeng de Pur Tuan shall not permit Europeans of any other nation to settle in any part of his dominions.

Article 7.

The Company are not to receive any such people as may be proved to have committed rebellion or high treason, against Yeng de Pur Tuan.

Article 8.

All persons guilty of murder, running from Purlies and Queda to Pulo Penang, or from Pulo Penang to Purlies and Queda, shall be apprehended and returned in bonds.

Article 9.

All persons stealing chops (forgery) to be given up likewise.

Article 10.

All those who are, or may become enemies to the Company, Yeng de Pur Tuan shall not assist with provisions.

Article 11.

All persons belonging to Yeng de Pur Tuan, bringing the produce of the country down the river, are not to be molested or impeded by the Company's people.

Article 12.

Such articles as Yeng de Pur Tuan may stand in need of from Pulo Penang are to be procured by the Company's agents, and the amount to be deducted from the gratuity.

Article 13.

As soon as possible after the ratification of this treaty, the arrears of gratuity now due, agreeable to the former treaty and agreement to His Highness Yeng de Pur Tuan of Purlies and Queda, to be paid off.

Article 14.

On the ratification of this treaty, all former treaties and agreements between the two governments to be null and void.

These fourteen articles being settled and concluded between His Highness Yeng de Pur Tuan and the English Company, the countries of Purlies and Queda, and Pulo Penang shall be as one country; and whoever shall depart or deviate from any part of this agreement, God will punish and destroy him: he shall not prosper.

This done and completed, and two treaties, of the same tenor and date, interchangeably given between His Highness Yeng de Pur Tuan, and the Governor of Pulo Penang, and sealed with the seals of the State officers immediately officiating under His Highness Yeng de Pur Tuan, in order to prevent disputes hereafter.

Written by Hakim Ebrahim Eben (son of Sirree Rajah Mooda) by order of His Highness Yeng de Pur Tuan, of exalted dignity.

(A true translation.)

(Signed) J. SWAINE,
M. T.

Seal of
Hakim
Ebrahim.

Revised from the original by John Anderson, Malay Translator to Government.

Approved and confirmed by the Governor General in Council, November, 1802.

NOTE.—The above treaty appears to have been negotiated on the 6th June, 1800. Province Wellesley was taken possession of on the 7th July following.

In 1821, the Siamese invaded Queda and expelled the Raja, who took refuge with his family at Penang, where he received protection upon condition of his not undertaking any hostile measure against the Siamese from under the shelter afforded to him. This condition was grossly violated. Both Mr. Crawford and Captain Burney endeavoured to effect the Ex-Rajah's restoration to his former possessions, by amicable mediation with the Government of Siam. These efforts having failed, Major Burney engaged, by the 13th article of the treaty with Siam, that the Ex-Raja should be removed from Penang. To this he vehemently objected, and was unceasing in his efforts to recover Queda. We had twice to interfere, under the obligations of the treaty, to preserve Queda for the Siamese, against the attacks of the Ex-Rajah's partizans.

In 1842, the Ex-Rajah's eldest son, Tuanku Dye, proceeded to Bangkok, and made submission on his father's behalf to the King of Siam, who has reinstated the Raja in the Government of Queda, and the most valuable portion of his territory. The clauses of the 13th article of the treaty with Siam, which relate to the disposal of the Ex-Rajah of Queda have been annulled.—*See letter to Governor Eastern Settlements, dated 22nd June, 1842.*

ACHEEN.

A commercial intercourse with the Government of Acheen has subsisted from the earliest period of British connection with the East. It was then a State of some consequence in the Indian Archipelago, but from the anarchy which has prevailed in it within the last century, it has dwindled down to insignificance.

In 1845 a revolution broke out in Acheen, by which the King Johawir Allum Shah was deposed, and Syful Allum Shah, the son of a wealthy merchant, raised to the throne. But in 1818 the Ex-King recovered his throne, when the following Treaty was concluded with His Highness:

No. CIII.

EASTERN
ARCHIPELAGO

Treaty of friendship and alliance between the Honourable English East India Company and the kingdom of Acheen, concluded by the Honourable Sir Thomas Stamford Raffles, Knight, and Captain John Monckton Coombs, Agent to the Governor General, in the name and on the behalf of the Most Noble Francis, Marquis of Hastings, Knight of the Most Noble Order of the Garter, one of His Britannic Majesty's Most Honourable Privy Council, Governor General in Council of all the British Possessions in India, on the one part, and His Highness Sri Sultan Alla Iddun Jowhar Allum Shah, King of Acheen, for himself, his heirs and successors, on the other.

In consideration of the long and uninterrupted peace, amity, and good understanding which has subsisted between the Honourable English East India Company and His Highness's ancestors, the Kings of Acheen, and in order to perpetuate and improve their friendship to the advantage and prosperity of their mutual States and subjects, it is hereby agreed and determined:

Article 1.

There shall be a perpetual peace, friendship, and defensive alliance between the States, dominions, and subjects of the high contracting parties, neither of whom shall give any aid or assistance to the enemies of the other.

Article 2.

At the request of His Highness the British government engages to require and to use its influence to effect the removal of Syfful Allum from His Highness's territories, and the British government further engages to prohibit him or any of his family, as far as they may be subject to their authority, from doing or committing in future, any act or acts tending to prevent or impede the full re-establishment of His Highness's authority, His Highness the King engaging himself to place at the disposal of the Supreme Government of British India such pension or annuity as it may, in its wisdom, deem meet to recommend for the said Syfful Allum on the re-consideration of his retiring to Penang and engage to relinquish all claims to the sovereignty of Acheen, within three months from the date hereof.

Article 3.

His Highness the King grants to the British government the free trade of all his ports, and engages that the duties on merchandize levied at those ports, shall be fixed and declared, and shall also be payable by the resident merchant. His Highness likewise engages not to grant or authorize a monopoly of the produce of his States by any person whatsoever.

Article 4.

His Highness engages, whenever the British government may desire it, to receive and protect an accredited agent of the British government, with a suitable establishment, who shall be permitted to reside at His Highness's Court for the purpose of conducting the affairs of the Honourable Company.

Article 5.

In consideration of the injury which might result to the British trade from its exclusion from the ports of His Highness's States not at present subject to his authority, His Highness agrees and consents that ships and vessels of Great Britain shall continue their commercial intercourse with the Ports of Acheen and Jillusamauy, in the same manner as heretofore, unless a temporary blockade of these ports or either of them shall at any time be established by, and with the consent of the British government or resident authority. It is clearly understood, however, by the contracting parties that no warlike stores or arms of any kind shall be furnished, given, or sold to any of His Highness's rebellious subjects by the vessels so trading to the aforesaid ports, under penalty of confiscation of ship and cargo.

Article 6.

His Highness Sri Sultan Alla Iddun Jowhar Allum Shah agrees, promises and engages himself, his heirs, and successors, to exclude the subjects of every other European power, and likewise all Americans, from fixed habitation or

EASTERN
ARCHIPELAGO

residence in his dominions. He also engages not to enter into any negotiation or conclude any treaty with any power, Prince or Potentate whatsoever, unless with the knowledge and consent of the British government.

Article 7.

His Highness engages not to permit the residence in his dominions of any British subject to whom the resident agent shall offer any objection.

Article 8.

The British government agrees to give and furnish to His Highness, without delay, all the arms and military stores which are detailed in the paper appended to this treaty and signed by His Highness. The British government likewise agrees to advance to His Highness the sum of money therein mentioned, as a temporary loan, to be repaid by His Highness at his earliest convenience.

Article 9.

This treaty, consisting of nine articles, has this day been concluded, subject to the ratification of the Governor General within six months from the date hereof, but it is to be understood that the several provisions herein contained, may be carried into immediate effect, without awaiting the said ratification.

Done at Sridule, near Pedir, in the country of Acheen, on the 22nd day of April, in the year of our Lord 1819, corresponding with the year of Hegira 1234, and the 26th day of Junadil Akir.

The King
of Acheen's
Seal.

(Signed) T. S. RAFFLES.

Seal.

„ JOHN MONCKTON COOMBS.

Seal.

(Signed) HASTINGS.

Governor
General's
small Seal.

„ JAS. STUART.

„ J. ADAM.

„ E. COLEBROOKE.

Ratified by His Excellency, the Governor General in Council, this 3rd day of April, A.D. 1820.

(Signed) C. T. METCALFE,
Secretary.

List of articles referred to in the annexed treaty, to be furnished by the Honourable East India Company to His Highness Sri Sultan Allah Iddun Jowhad Allum Shah agreeable to the stipulation of the eighth article.

Arms and Military Stores.

Gunpowder, forty barrels ; Field pieces, six prs. brass, four ; Round shot for ditto, four hundred ; Grape shot for ditto, four hundred ; Muskets, complete, four hundred ; Musket balls, thirty barrels ; Musket flints, three thousand.

Cash.

Spanish Dollars, fifty thousand.

(Signed) T. S. RAFFLES.

„ JOHN MONCKTON COOMBS.

Pedir, the 22nd April, 1819.

The provisions of this Treaty are still in force, with the exception of the exclusive right of trade, which was relinquished by the Treaty with the Dutch of 1824, No. 119.

JOHORE.

What little is known of the internal history of Johore previous to our relations with it, is involved in obscurity. It was probably never of much consequence, and for the last century had been of scarcely any. The general belief is, that the State was originally founded by Mahmoud, the Ex-King of Malacca, about the year 1512, when he was expelled from his dominions by the Portuguese.

With a view to promote its commercial interests, Government resolved in 1818 on the formation of a settlement in the Eastern Archipelago. The accomplishment of this object was entrusted to Sir T. Raffles, then proceeding on a diplomatic Mission to the Eastern seas. On the 30th January, 1819, preliminary arrangements for the cession of Singapore were concluded with the Tumongong or Governor of Johore, which were subsequently confirmed by the Sultan on the 6th February, 1819, and again on the 7th June, 1823. As these agreements were superseded by the formal Treaty of 1824, they are not entered.

In the year 1824, the revival of Dutch schemes of aggrandizement in the Eastern seas, led to an application from the Chief of Johore for British protection, but as our relations with him did not bind us to afford him protection, except as regarded Singapore, his request was declined. At the same time it was considered desirable to obtain the absolute cession of Singapore in full sovereignty. This was effected by the subjoined Treaty negotiated by the Envoy to the Chiefs in the Straits, Mr. Crawford, on the 2nd August, 1824:

No. CIV.

A TREATY of friendship and alliance between the HONOURABLE the ENGLISH EAST INDIA COMPANY on the one side, and their Highnesses the SULTAN and TUMUNGUNG of JOHORE on the other, concluded on the second day of August, one thousand eight hundred and twenty-four, (1824) corresponding with the sixth day of the month of Zulhaz, in the year of the Hegira, one thousand two hundred and thirty-nine (1239) by the above Sultan of JOHORE, His Highness Sultan HUSSIN MAHOMED SHAH, and the above TUMUNGUNG of JOHORE, His Highness DATU TUMUNGUNG ABDUL RAHMAN SRI MAHARAJA on their own behalf, and by JOHN CRAWFURD, Esquire, British Resident of SINGAPORE, vested with full powers thereto, by the Right Honourable WILLIAM PITT, Lord AMHERST, Governor General of and for Fort William in BENGAL, on behalf of the said HONOURABLE ENGLISH EAST INDIA COMPANY.

Article 1.

Peace, friendship and good understanding shall subsist for ever between the Honourable the English East India Company and their Highnesses the Sultan and Tumungung of Johore and their respective heirs and successors.

Article 2.

Their Highnesses the Sultan Hussin Mahomed Shah and Datu Tumungung Abdul Rahman Sri Maharaja hereby cede in full sovereignty and property to the Honourable the English East India Company, their heirs and successors for ever, the island of Singapore, situated in the Straits of Malacca, together with the adjacent seas, straits and islets to the extent of ten geographical miles from the coast of the said main island of Singapore.

Article 3.

The Honourable the English East India Company hereby engages, in consideration of the cession specified in the last article, to pay unto His Highness the Sultan Hussin Mahomed Shah, the sum of Spanish dollars thirty-three thousand two hundred (33,200) together with a stipend during his natural life, of one thousand three hundred (1,300) Spanish dollars per mensem, and to His Highness, the Datu Tamungung Abdul Rahman Sri Maharaja, the sum of twenty-six thousand eight hundred (26,800) Spanish dollars, with a monthly stipend of seven hundred (700) Spanish dollars during his natural life.

Article 4.

His Highness the Sultan Hussin Mahomed Shah hereby acknowledges to have received from the Honourable the English East India Company, in fulfilment of the stipulations of the two last articles, the sum of thirty-three thousand two hundred (33,200) Spanish dollars, together with the first monthly instalment of the above-mentioned stipend of Spanish dollars one thousand three hundred (1,300), and His Highness the Datu Tumungung Abdul Rahman Sri Maharaja also hereby acknowledges to have received from the Honourable the English East India Company, in fulfilment of the stipulations of the two last articles, the sum of twenty-six thousand eight hundred Spanish Dollars (26,800), with one month's instalment of the above stipend of seven hundred Spanish dollars.

Article 5.

The Honourable the English East India Company engages to receive and treat their Highnesses the Sultan Hussin Mahomed Shah, and Datu Tamungung Abdul Rahman Sri Maharaja, with all the honours, respect, and courtesy belonging to their rank and station, whenever they may reside at, or visit the island of Singapore.

Article 6.

The Honourable the English East India Company hereby engages in the event of their Highnesses the Sultan and Tumungung, their heirs or successors preferring to reside permanently in any portion of their own States, and to remove for that purpose from Singapore, to pay unto them, that is to say, to His Highness the Sultan Hussin Mahomed Shah, his heir or successor, the sum of twenty thousand (20,000) Spanish dollars, and to His Highness the Datu Tamungung Abdul Rahman Sri Maharaja, his heir or successor, the sum of fifteen thousand (15,000) Spanish dollars.

Article 7.

Their Highnesses the Sultan Hussin Mahomed Shah and the Datu Tumungung Abdul Rahman Sri Maharaja, in consideration of the payment specified in the last article, hereby relinquish for themselves, their heirs and successors, to the Honourable the English East India Company, their heirs and successors for ever, all right and title to every description of immovable property, whether in lands, houses, gardens, orchards or timber trees, of which their said Highnesses may be possessed within the island of Singapore or its dependencies at the time they may think proper to withdraw from the said island, for the purpose of permanently residing within their own States, but it is reciprocally and clearly understood that the provisions of this article shall not extend to any description of property which may be held by any follower or retainer of their Highnesses beyond the precincts of the ground at present allotted for the actual residence of their said Highnesses.

Article 8.

Their Highnesses the Sultan Hussin Mahomed Shah, and the Datu Tumungung Abdul Rahman Sri Maharaja hereby engage that, as long as they shall continue to reside within the island of Singapore, or to draw their respective monthly stipends from the Honourable the English East India Company, as provided for in the present treaty, they shall enter into no alliance and maintain no correspondence with any foreign power or potentate whatsoever, without the knowledge and consent of the said Honourable the English East India Company, their heirs and successors.

Article 9.

The Honourable the English East India Company hereby engages, that, in the event of their Highnesses the Sultan Hussin Mahomed Shah, and the Datu Tumungung Abdul Rahman Sri Maharaja, removing from the island of Singapore, as contemplated in the 6th article, and being distressed within their own territories, on such removal to afford them, either at Singapore or Prince of Wales' Island, a personal asylum and protection.

Article 10.

The contracting parties hereby stipulate and agree, that neither party shall be bound to interfere in the internal concerns of the other's government, or in

any political dissensions or wars which may arise within their respective territories, nor to support each other by force of arms against any third party whatsoever. EASTERN
ARCHIPELAGO

Article 11:

The contracting parties hereby engage to use every means within their power respectively, for the suppression of robbery and piracy within the Straits of Malacca, as well as the other narrow seas, straits, and rivers bordering upon, or within their respective territories, in as far as the same shall be connected with the dominions, and immediate interests of their said Highnesses.

Article 12.

Their Highnesses the Sultan Hussin Mahomed Shah, and the Datu Tumungung Abdul Rahman Sri Maharaja hereby engage to maintain a free and unshackled trade everywhere within their dominions, and to admit the trade and traffic of the British nation into all the ports and harbours of the kingdom of Johore and its dependencies, on the terms of the most favoured nation.


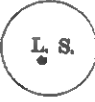
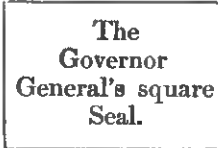
Article 13.

The Honourable the English East India Company hereby engages, as long as their Highnesses the Sultan Hussin Mahomed Shah, and the Datu Tumungung Abdul Rahman Sri Maharaja shall continue to reside on the island of Singapore, not to permit any retainer or follower of their said Highnesses who shall desert from their actual service, to dwell or remain in the island of Singapore or its dependencies. But it is hereby clearly understood, that all such retainers and followers shall be natural born subjects of such parts of their Highnesses' dominions only in which their authority is at present substantially established, and that their names at the period of entering the service of their Highnesses, shall have been duly and voluntarily inscribed in a register, to be kept for that purpose by the chief local authority for the time being.

Article 14.

It is hereby mutually stipulated for and agreed, that the conditions of all former conventions, treaties, or agreements entered into betwixt the Honourable the English East India Company and their Highnesses the Sultan and Tumungung of Johore, shall be considered as abrogated and annulled by the present treaty, and they are hereby abrogated and annulled accordingly, always, however, with the exception of such prior conditions as have conferred on the Honourable the English East India Company, any right or title to the occupation or possession of the island of Singapore and its dependencies, as above-mentioned.

Done and concluded at Singapore, the day and year as above written.

 (Signed) T. CRAWFURD.	(Signed) SULTAN HUSSIN MAHOMED SHAH.	
DATU TAMUNGUNG ABDUL RAHMAN SRI MAHARAJA.		
(Signed) AMHERST.		
		
EDWARD PAGET. F. FENDALL.		

Ratified by the Right Honourable the Governor General in Council, at Fort William in Bengal, this nineteenth day of November, one thousand eight hundred and twenty-four.

(Signed) GEO. SWINTON,
Secretary to Government.

The families of the late Sultan and his Minister, receive a pension of 350 dollars per month, respectively.

PETTY CHIEFS IN THE STRAITS.

The following Commercial Agreements were entered into by the Agents of the Governor of Prince of Wales' Island with petty chiefs in the vicinity of the Straits.

DELLY.

No. CV.

TRANSLATION of an ENGAGEMENT from the SULTAN PANGLIMA, of Delly.



Adverting to the letter from the Governor of Pulo Penang, brought by Mr. Anderson, I, Tanko Sultan Panglima, who govern the kingdom of Delly and its dependencies of Langkat, Bulu China, Berchoot, and other States, being extremely desirous to improve the commerce with Pulo Penang, and to preserve a friendly relation with the Governor of that place, make this engagement with the Governor of Pulo Penang.

FIRST.—If the Dutch or any other power should request a settlement at Delly or any of the places subject to my authority, I will not grant it, nor will I make any exclusive contracts with them respecting trade. I wish to trade as formerly with the merchants of Pulo Penang.

SECOND.—No other or greater duties shall be charged than specified in the list given to the former agent of the Governor of Penang.

THIRD.—Traders of all descriptions from Penang shall be at perfect liberty to import any goods they please, and buy and sell in any part of my dominions free of all interruption, and I will render them every aid in difficulty, in order that there may be an extensive trade, and that merchants may flock in numbers to Delly.

FOURTH.—I shall introduce the currency of small dollars into this country.

Dated 1238, in the year Juri, 7th Jemadil Akhir, (or the 19th February, 1823).

(True copy.)

(Signed) J. W. SALMOND,
*Resident Councillor,
Prince of Wales' Island.*

No. CVI.

TRANSLATION of an ENGAGEMENT respecting the currency of DELLY and the BATTa countries.



Signature of the Rajah Sibaya Linga.

We, the Tuanko Sultan Panglima, who govern the kingdom of Delly, and the great Batta Rajah Sebaya Linga give this engagement to Mr. John Anderson, Agent of the Governor of Pulo Penang. With respect to the desire of the Governor of Penang, that small dollars shall pass current in Delly and its dependencies, we have determined, that they shall pass in future, and we request that

Mr. John Anderson will acquaint the Governor of the same, on his return to Penang, and give notice to the merchants of that place, that they may bring or send small dollars to Delly and Bulu China for the purchase of pepper, for the currency is established. EASTERN
ARCHIPELAGO

Dated in the year Juri, 1238, Monday, 7th of Jemadil Akhir (or the 19th February 1823).

(True copy.)

(Signed)

J. W. SALMOND,
*Resident Councillor,
Prince of Wales' Island.*

LANGKAT

No. CVII.

TRANSLATION of an ENGAGEMENT transmitted by the RAJA of LANGKAT.



With respect to the letter from my friend, the Governor of Penang, brought by his agent, Mr. John Anderson, I have taken the subject of it into consideration and have had a full explanation regarding the commerce of Langkat with Mr. Anderson. Being extremely desirous to cultivate a more intimate correspondence with the Governor of Pulo Penang, and to encourage traders from that place to come to Langkat, I am induced to send the Governor of Pulo Penang the following engagement for the purpose of strengthening and perpetuating the friendship and mercantile communication with Pulo Penang.

FIRST.—I will make no exclusive contracts with the Dutch or any other Government; my intention and wish is to trade as hitherto with Penang.

SECOND.—Any traders from Penang shall experience every assistance from me, that they may have no difficulties and that merchandise may be imported into, and exported from Langkat and Penang, without interruption.

THIRD.—The duties of Langkat are fixed as follows, viz:—pepper, 2 dollars per hundred gantangs; rattans, fifty pice or half a dollar per hundred bundles; salt, four dollars per coyan; rice, eight dollars per coyan; and no more shall be charged upon these or any other articles of trade. On Europe cloths, opium, &c., no duty will be charged, and whoever pleases may bring and sell them in Langkat; and it is my desire to encourage an extensive demand.

FOURTH.—I will endeavour to introduce the currency of dollars and rupees to facilitate the trade, but this is not settled yet.

Dated in the year, Juri, 1238, 4th day of Jemadil Akhir (or the 16th February, 1823).

(True copy).

(Signed)

J. W. SALMOND,
*Resident Councillor,
Prince of Wales' Island.*

LIGOR.

CVIII.

Engagement betwixt Robert Ibbetson, Esquire, Resident of Singapore, Pulo Penang and Malacca, who has come into the Kedda country, and the Chow Phya of Ligor Si Tamrat, who is under the dominion of Somdet Phra Phootthee Chow Yo Hooa, who is the supreme ruler over the great country of Sri Ayoottheeya; viz. Siam. With reference to the third article of the treaty betwixt Somdet Phra Phootthee Chow Yo Hooa, who is the supreme ruler over the

great country of Sri Ayoottheeya, and the British government, it is now agreed on betwixt the above contracting parties; viz. the Chow Phya of Ligor Si Tamrat and Robert Ibbetson, Esquire, Resident of Singapore, Pulo Penang, and Malacca, and with respect to the subject of the boundary betwixt the British territory of Province Wellesley, and the country and government of Keddah, that the said boundary shall be as follows: from Summatool on the south bank of the Soongei Qualla Mooda by a road leading to the river Prye, at a spot ten orlongs east of the river Soongei Dua Hooloo, then descending the middle of the Prye river to the mouth of the river Soongei Sintoo, then ascending the Soongei Sintoo in a straight direction eastward, and up to the hill Bukit Moratajum, then from Bukit Moratajum, along the range of hills called Bukit Berator to a place on the north bank of the river Kreean, five orlongs above and east of Bukit Tungal, and it is agreed that brick or stone pillars shall be erected, one at the boundary of Sumatool, another at the boundary of the Prye river, and a third at the boundary on the Kreean river.

Two copies of this agreement have been made out, and to these have been affixed the seal of the Honourable English Company, and the signature of Robert Ibbetson, Esquire, Resident of Singapore, Pulo Penang and Malacca, and the chop or seal of the Chow Phya of Ligor si Tamrat; one copy to be retained by each of the above contracting parties, and the said agreement has been written in three languages, the Siamese, Malayan, and English, on Wednesday, the second day of November, one thousand eight hundred and thirty-one of the English Æra, and the twelfth day of the Moon's decrease, in the eleventh month in the year of the Hare, one thousand one hundred and ninety-three Sasok.

(Signed) R. IBBETSON,
*Resident of Singapore, Prince of
Wales' Island and Malacca.*



(Signed) JAMES LOW,
Asst. Resident and Translator,
(True Copy.) (Signed) J. GURLING,
Resident Councillor.

PERAK.

CIX.

TREATY of COMMERCIAL ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS MAJESTY the RAJA of PERAK, settled by Mr. WALTER SEWELL CRACROFT, in virtue of powers delegated to him by the HONOURABLE JOHN ALEXANDER BANNERMAN, Governor of PRINCE of WALES' ISLAND and its dependencies. Done on the 27th Ramadlau, 1233, answering to the evening of the 30th July, 1818.

Article 1.

The peace and friendship now subsisting between the Honourable English East India Company and His Majesty the Raja of Perak, shall be perpetual.

Article 2.

The vessels and merchandize belonging to British subjects, or persons being under the protection of the Honourable East India Company, shall always enjoy in the ports and dominions subject to His Majesty the Raja of Perak, all the privileges and advantages which are now or may at any time hereafter be granted to the subjects of the most favoured nations.

Article 3.

The vessels and merchandize belonging to the subjects of His Majesty the Raja of Perak shall always receive similar advantages and privileges with those in the preceding article, as long as they are in the harbour of Fort Cornwallis and in all other places dependent on the British government of Prince of Wales' Island.

Article 4.

His Majesty of Perak agrees, that he will not renew any obsolete and interrupted treaties with other nations, public bodies or individuals, the provisions of which may in any degree tend to exclude or obstruct the trade of British subjects, who further shall not be burthened with any impositions or duties not levied on the subjects of other States.

Article 5.

His Majesty the Raja of Perak further engages, that he will upon no pretence whatsoever grant a monopoly of any articles of trade or commodities, the produce of his territories, to any person or persons, European, American, or natives of any other country, but that he will allow British subjects to come and buy all sorts of merchandize, the same as other people.

Article 6.

The Honourable East India Company engage, that they will not form any treaties or engagements which may exclude or obstruct the merchandize of the subjects of the Raja of Perak who come to trade at Penang, nor will they grant a monopoly of any sort of merchandize to one description of persons only, as is specified in the 5th article, but will allow the natives of Perak to come and buy all sorts of merchandize, the same as other people.

Article 7.

His Majesty the Raja of Perak engages, that if any persons bring subjects of the Company from Penang and its dependencies for sale, he will not allow of their sale in the country of Perak, and the Honourable Company will be bound by a similar agreement with respect to the subjects of Perak, for the laws of England on no account allow of such proceedings in any of the countries subject to the British authority.

Article 8.

This treaty, according to the foregoing articles, is made for the purpose of promoting the peace and friendship of the two States, and securing the liberty of commerce and navigation between their respective subjects to the mutual advantage of both, and of it one draft is retained by His Majesty the Raja of Perak, and one by Mr. Walter Sewell Cracroft, Agent of the Honourable the Governor of Penang. To this is affixed the seal of His Majesty the Raja of Perak, to ratify it to the Honourable English East India Company, so that no disputes may hereafter arise concerning it, but that it may be permanent and last for ever.

(True copy.)

(Signed)

J. W. SALMOND,
Resident Councillor,
Prince of Wales' Island.

CX.

TRANSLATION OF AN ENGAGEMENT OF HIS MAJESTY PADUKA SRI SULTAN ABDUL-LAH MA-ALUM SHAH, who is seated on the Royal Throne of the PERAK country, given to Mr. JOHN ANDERSON, Agent to the HONOURABLE ROBERT FULLERTON, Governor of PULO PENANG, on behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY, as a token of a lasting alliance and friendship, which can never be changed so long as the Sun and Moon shall endure, in order that friendship and union may be prolonged, and continue from this day forth for ever

Article 1.

His Majesty the King of Perak hereby agrees to fix the boundary between the States of Perak and Salengore at the river Burnath, and there shall be no

encroachment on either side, and His Majesty engages not to interfere in the government of Salengore, nor will he send any armament into that country; the subjects of Perak, however, being permitted to proceed thither for commercial purposes, conforming to the established rules and customs of other traders there frequenting.

Article 2.

With respect to the agreement entered into between His Majesty the King of Salengore and Mr. John Anderson, Agent to the Honourable Robert Fullerton, Governor of Pulo Penang, providing for the removal of Rajah Hassan from the Perak country and its dependencies, the King of Perak is well pleased with this agreement, and he engages not to receive Rajah Hassan nor permit him to return to any part of the Perak territory. His Majesty the King of Perak also engages, that he will not grant a monopoly or entrust the collection of the revenues in future to any other, in order that there may be no further disturbances in the country, and he has hereby fixed the duty on the tin exported from the Perak country, at 6 dollars per behar, in order that the commerce of the kingdom may be thrown open and extended, that population may be increased, that all traders may be encouraged to resort to Perak, such as the subjects of the English government, the Siamese, Salengore, and others, and that they may be enabled to carry on an intercourse with ease and satisfaction and be at liberty to resort to all the posts, settlements, and rivers within the State, to trade without any interruption for ever.

This engagement is hereby made and to it is affixed, as a token of its validity, the chop of His Majesty the King of Perak, and it is delivered to Mr. John Anderson, Agent to the Honourable Robert Fullerton, Governor of Pulo Penang.

This paper written on the 6th day of September 1825, of the English year, and on the 20th day of Mohurram, Monday, in the year of the Hegira, 1241.



(True copy.)

(Signed)

J. W. SALMOND.
*Resident Councillor,
Prince of Wales' Island.*

No. CXI.

Chop of Sultan
Abdullah Ma-Alum Shah,
King of Perak.

Chop of the Rajah
Muda of Perak.

Chop of the Rajah
Bindahara of Perak.

Chop of the Orang Kaya
Besar of Perak.

Chop of the Orang Kaya
Tumungung Sri Paduka
Rajah.

ENGAGEMENT OF PADUKA SRI SULTAN ABDULLAH MA-ALUM SHAH, son of the deceased Jummal-oolah and Supreme Ruler over the PERAK country, made and delivered to CAPTAIN JAMES LOW, Agent of the HONOURABLE ROBERT FULLERTON, Governor in Council of PRINCE OF WALES' ISLAND, SINGAPORE, and MALACCA, and which is to be everlasting as the revolutions and endurance of the Sun and Moon.

The Sultan who governs the whole of the Perak country and its dependencies, has this day, in the month and year herein specified, given over and ceded to the Honourable the East India Company of England, to be under its government henceforward and for ever, the Pulo Dinding and the Islands of Pankgor, together with all and every one of the Islands which belonged of old and until this period to the Kings of Perak, and which have been hitherto included within the Perak State, because the said Islands afford safe abodes to the pirates and robbers who plunder and molest the traders on the coast, and the inhabitants of the main land, &c., effectually deprive them of the means of seeking subsistence, and the King of Perak has not the power or ability singly to drive those pirates. For these reasons the King of Perak has of his own free will and pleasure ceded and

given over as aforesaid, the Islands as aforesaid, to the Honourable the East India Company to be kept and governed by them, and to be placed under any one of their governments, as they may think fit. To this deed, as tokens of its validity, have this day been put the great seal or chop of the ruler of the Perak country, Paduka Sri Sultan Abdullah Ma-Alum Shah, together with the chops of the Chief Ministers of His Majesty's government.

This deed is made and written this sixteenth day of Rubbea-ool-awal, Wednesday, 1242, or the eighteenth day of October, in the year 1826.

(A true copy.)

(Signed) JAMES LOW, *Captain,
Political Agent to the Honourable
the Governor in Council of Prince of Wales' Island.*
(True copy.)

(Signed) J. GARLING,
Resident Councillor.

No. CXII.

ENGAGEMENT entered into betwixt HIS MAJESTY PADUKA SRI SULTAN ABDULLAH MA-ALUM SHAH IB UN MURHOOM JUMMAL-OOLLAH, Supreme and Rightful Ruler over all and every part of the PERAK country, and CAPTAIN JAMES LOW, Agent to the HONOURABLE ROBERT FULLERTON, Governor of PULO PENANG, SINGAPORE and MALACCA, on behalf of the HONOURABLE the EAST INDIA COMPANY, whereof copies have been interchanged, and which is to be everlasting as the Sun and Moon. Moreover, it is a token of lasting friendship and alliance to exist betwixt the HONOURABLE the EAST INDIA COMPANY and the King of PERAK, and betwixt the King and the HONOURABLE ROBERT FULLERTON:

The Chop or Seal of
the King of Perak.

Chop of the Rajah Mada.

Chop of the Bindahara.

Chop of the
Orang Kaya Besar.
Chop of the Tumungung.

ARTICLE FIRST.—His Majesty the King of Perak, of his own free will and pleasure, hereby engages, that he will adhere to the stipulations respecting the boundaries of Perak and the settlement of other points which were made with the Rajah of Salangore by Mr. John Anderson, Agent to the Honourable Robert Fullerton, Governor of Pulo Penang, &c., and also to all the stipulations contained in the engagement which His Majesty made with the said Mr. John Anderson, dated the 20th day of Mohurram, Monday, in the year of the Hegira 1241, all of which deeds are here declared to be fixed and unalterable. Moreover, His Majesty now engages that he will not hold any communication or intercourse with the Rajah of Siam, or with any of his chiefs or vassals, or with the Rajah of Salangore, or any of his chiefs or vassals, which may or can have reference to political subjects, or to the administration of his government and the management of his country of Perak. His Majesty will not countenance any of his subjects who may connect themselves with or league or intrigue with the Siamese King, or with any of his chiefs or vassals, or with the Rajah of Salangore, or any of his chiefs or vassals, or with any other Siamese or Malayan people, by which the country of Perak can in any degree or manner, be disturbed and the government of His Majesty interfered with.

SECOND.—His Majesty the King of Perak will not give or present the bungalows, or any other species of tribute whatever, to the Rajah or King of Siam, or to any of his governors or vassals, nor will he give or present such to the Rajah of Salangore, or to any other Siamese or Malayan people henceforward and for ever. Moreover, His Majesty will not receive or permit to enter into his country of Perak from the Rajah or King of Siam, or from any of his governors or chiefs, any ambassadors or armaments arriving at Perak for the purpose of arranging political matters, or interfering in any way in the affairs and administration of the country of Perak. In like manner he will not receive into his country embassies or armaments sent by the Rajah of Salangore or by any other Siamese or Malayan people; nor will he receive any party from any of the people, Rajahs, or countries here specified into his country, should its strength even consist of no more than thirty men, nor will he allow the least number to enter his country. But all persons of every country will as heretofore have free

EASTERN
ARCHIPELAGO

permission to trade unmolested to any port in the Perak country, provided they do not interfere in its affairs. Should parties or armaments of the descriptions above stated, arrive in the Perak country from any one of the countries, or Rajahs, governors, or chiefs or people above specified, or should any of the said Rajahs, governors or chiefs league with subjects of the King of Perak in order to disturb his country and interfere in any way in his government, then and in any such case or cases His Majesty will rely as he now relies and in all future time will rely on the friendly aid and protection of the Honourable the East India Company and of the Honourable the Governor in Council of Pulo Penang, &c., &c., to be manifested in such a manner and by such means as may to them seem most expedient.

THIRD.—Captain James Low, as Agent for the Honourable the Governor in Council of Prince of Wales' Island, engages that if His Majesty the King of Perak will faithfully adhere to and perform all and each of the stipulations contained in this engagement as above specified, then His Majesty shall receive the assistance of the British in expelling from his country any Siamese or Malays as above stated, who, as also above specified, may at any time enter the Perak country with political views or for the purpose of interfering in any way with the government of His Majesty. But if His Majesty shall fail to perform all and every article of this his engagement, binding on him, then the obligation on the British to protect him and to assist him against his enemies will cease, and he will lose the confidence and friendship of the Honourable the Governor in Council of Pulo Penang, &c. &c., for ever.

This engagement, which His Majesty has voluntarily and with great satisfaction entered into, has received as mark of its validity the chop or seal of His Majesty, and the seal and signature of the Agent, Captain James Low, together with the chops of the ministers of Perak, who are also parties in this engagement with the Agent, and it is delivered to the said Agent to remain as an ever enduring memorial of alliance and friendship betwixt the King of Perak and the British.

This paper written on the 18th day of October, 1826, of the English year, and on the sixteenth day of Rubea-ool-awal Wednesday, in the year of the Hegira 1242.

Signature of the Agent, Captain James Low.

(A true copy.)

(Signed) JAMES LOW, Captain,
Political Agent.

(A true copy.)

(Signed) J. GARLING,
Resident Councillor.



No. CXIII.

SUPPLEMENTARY ENGAGEMENTS of the RAJAH of PERAK, contained in a letter addressed by HIS MAJESTY to the Agent, CAPTAIN JAMES LOW.

After compliments.—He who governs Perak, Paduka Sri Sultan Abdullah Ma-Alum Shah desires to make known to his friend, Captain James Low, Agent to the Honourable Robert Fullerton, Governor in Council of Prince of Wales' Island, Malacca and Singapore, with relation to the subjects on which His Majesty and the Agent have already conferred.

The Chop of His Majesty
Paduka Sri Sultan Ma-Alum
Shah, King of Perak.

FIRST.—That His Majesty will come down the river to stay at Kotah-loomoot, where he will build a Fort of proper strength, and assign a competent number of soldiers for its protection and his own, in order that all enemies and pirates may be kept at a distance, and these men will be well armed, and will be maintained by His Majesty as a standing force, to be at all times ready for defence, and to obey his orders; and for the temporary accommodation of any British officer who may be sent to visit him, His Majesty will direct that a small house be built opposite to his own residence.

SECOND.—His Majesty will keep ■ Prow always ready to convey information of importance to Pulo Penang, and will further, without delay take measures for opening a communication overland, betwixt the Perak river and the Krian river, and thence to Pulo Penang.

THIRD.—The Luksamana and the Shahbunder will be forthwith sent down to reside at Quala Bidor, at the spot where Rajah Hussan formerly posted himself, and these two persons will by His Majesty's orders erect a Fort there, and will collect the population and settle the country in that direction, and those persons trading at Perak will be encouraged and protected, according to ancient custom.

FOURTH.—His Majesty will speedily seize or expel the head officers now residing at Koraw, at Laroot, at Trong, at Singkang and at Bruwas, who may have connected themselves with pirates or robbers, and will give warning to the people there that should they let pirates or robbers remain amongst them, and should any English come there from Penang in search of pirates, the innocent might in that case suffer with the guilty.

FIFTH.—All traders to all parts of Perak will be cherished by his Majesty, and their traffic will not be delayed, but every means will be afforded for a speedy settlement of accounts betwixt buyer and seller, and his Majesty will coerce any of his subjects, or others, should their conduct require harsh measures, to come to ■ speedy settlement of accounts with traders to Perak, and to prevent their distressing such in any way.

SIXTH.—His Majesty King of Perak will drive out of his country any person convicted of having carried off clandestinely or by force from any British possession any subject of, or person living under the British government, and should any person ■ carried off be discovered, His Majesty will detain that person and give information to the Honourable the Governor of Pulo Penang, in order that such mischievous practices may be wholly prevented.

SEVENTH.—When the country has again got settled, His Majesty will direct his people to sow abundance of rice, gram, and rear as much poultry and as many cattle as possible, in order that his people and those residing under the British government, may receive mutual advantage.

EIGHTH.—His Majesty intends to appoint and will appoint a properly qualified person to superintend the collection of duties on exports, such as Tin and other merchandize.

Should any trader, a subject of His Majesty, arrive at a British port and not be able to show ■ port clearance, the same will be forfeited according to custom.

NINTH.—His Majesty wishes to establish schools in this country, and will be happy should his friend, Captain James Low, assist him by sending ■ well-skilled school-master from Pulo Penang, and should His Majesty send any child or children to Pulo Penang to be educated in all the requisite branches of knowledge, he hopes that such child or children will be favourably received and treated.

All these things His Majesty agrees to with the greatest satisfaction.

This paper, dated the 23d day of the month Rubbeea-ool-awal, on Wednesday, on the 25th day of October, in the year 1826.

(A true translation of copy.)

(Signed) JAMES LOW, *Captain,*
Political Agent.

(True Copy)

(Signed) J. GARLING.
Resident Councillor.

S A L E N G O R E.

No. CXIV.

TREATY of COMMERCIAL ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS MAJESTY the RAJAH of SALANGORE, settled by Mr. WALTER SEWELL CRACROFT, in virtue of powers delegated to him by the HONOURABLE JOHN ALEXANDER BANNERMAN, Governor of PRINCE OF WALES' ISLAND and its dependencies. Done on the 20th Shawal, 1233, (answering to the evening of the 22d August 1818.)

Article 1.

The peace and friendship now subsisting between the Honourable English East India Company and His Majesty the Rajah of Salangore shall be perpetual.

Article 2.

The vessels and merchandize belonging to British subjects or persons being under the protection of the Honourable East India Company shall always enjoy in the ports and dominions subject to His Majesty, the Rajah of Salangore, all the privileges and advantages which are now, or may at any time hereafter be granted to the subjects of the most favoured nations.

Article 3.

The vessels and merchandize belonging to the subjects of his Majesty the Rajah of Salangore, shall always receive similar advantages and privileges with those in the preceding article as long as they are in the harbour of Fort Cornwallis, and in all other places dependent on the British government of Prince of Wales' Island.

Article 4.

His Majesty of Salangore agrees that he will not renew any obsolete and interrupted treaties with other nations, public bodies or individuals, the provisions of which may, in any degree, tend to exclude or obstruct the trade of British subjects, who further shall not be burthened with any impositions or duties not levied on the subjects of other States.

Article 5.

His Majesty the Rajah of Salangore further engages, that he will upon no pretence whatsoever, grant a monopoly of any articles of trade or commodities the produce of his territories to any person or persons, European, American, or natives of any other country, but that he will allow British subjects to come and buy all sorts of merchandize the same as other people.

Article 6.

The Honourable East India Company engage that they will not form any treaties or engagements which may exclude or obstruct the merchandize of the subjects of the Rajah of Salangore, who come to trade at Penang, nor will they grant a monopoly of any sort of merchandize to one description of persons only as is specified in the 5th article, but will allow the natives of Salangore to come and buy all sorts of merchandize the same as other people.

Article 7.

His Majesty the Rajah of Salangore engages that if any persons bring subjects of the Company from Penang and its dependencies for sale, he will not allow of their sale in the country of Salangore, and the Honourable Company will be bound by a similar agreement with respect to the subjects of Salangore, for the laws of England on no account allow of such proceedings in any of the countries subject to the British authority.

Article 8.

This treaty according to the foregoing articles is made for the purpose of promoting the peace and friendship of the two States, and securing the liberty of commerce and navigation between their respective subjects, to the mutual

advantage of both, and of it one draft is retained by His Majesty the Rajah of Salangore, and one by Mr. Walter Sewell Cracroft, Agent of the Honourable the Governor of Penang. To this is affixed seal of His Majesty the Rajah of Salangore to ratify it to the Honourable English East India Company, so that no disputes may hereafter arise concerning it, but that it may be permanent and last for ever.

EASTERN
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(A true copy.)

(Signed) J. W. SALMOND,
Resident Councillor.
Prince of Wales' Island.

No. CXV.

AN AGREEMENT of peace and friendship between the HONOURABLE EAST INDIA COMPANY and SRI SULTAN IBRAHIM SHAH, KING of SALANGORE, settled by Mr. JOHN ANDERSON, in virtue of powers delegated to him by the HONOURABLE ROBERT FULLERTON, Governor of Pulo Penang and its dependencies. Done at the FORT of SALANGORE, on the 5th day of Moharrum, in the year of the year Hijirat, 1241, or 20th day of August, A.D. 1825.

Article 1.

Whereas, the relations of peace and friendship have subsisted for a length of time, between the Honourable East India Company and His Majesty the King of Salangore, and were confirmed by a treaty of commercial alliance, consisting of eight articles, concluded by Mr. Walter Sewell Cracroft, on the 20th day of the month Shuwal, in the year of the Hijirat, 1233, or the 23rd day of August, A.D. 1818, for the purpose of facilitating the commercial intercourse between the two States, it is now agreed between His Majesty, the King of Salangore, and Mr. John Anderson, as Agent to the Honourable Robert Fullerton, Governor of Pulo Penang, to confirm the said treaty, which will remain unchanged for ever.

Article 2.

His Majesty of Salangore, engages with the Honourable Robert Fullerton, Governor of Pulo Penang, that from the date of this engagement, and for the time to come, the established boundary between the States of Perak and Salangore, shall be the river Bernam, and no armament by land or sea from Salangore, shall enter any part of the Perak territory or its dependencies, nor shall His Majesty of Salangore interfere in the government of the Perak country, for it is hereby restored to the King of Perak, provided, however, that prows from Salangore shall be at liberty to proceed to Perak for the purpose of commerce, conforming to the rules and customs of other traders resorting thither.

Article 3.

His Majesty of Salangore engages to direct the immediate removal from the Perak territory of Raja Hassan, who is now established at Sungee Bidor; and His Majesty of Salangore further engages that he will not permit Raja Hassan to return thither, nor to interfere in any way with the government of the Perak country, and also that Raja Hassan shall be prohibited from carrying away any people from that country or the ryots of the King of Perak, who are unwilling to accompany him.

Article 4.

The King of Salangore engages not to permit any pirates to resort to any part of his territory, and the Governor of Pulo Penang will be bound by a similar engagement on his part.

Article 5.

The King of Salangore engages to seize and return to Pulo Penang any offenders, such as pirates, robbers, murderers, and others who may escape to Salangore, and if any persons of the description above mentioned fly from Salangore to Pulo Penang, the Governor will be bound by a similar agreement.

Article 6.

This agreement is made between His Majesty of Salangore and the Honourable East India Company, with mutual consent and good will between both parties, for the purpose of prolonging the peace and friendly communication between the two States, and it shall continue as long as the revolution of the starry sphere in which the Sun and Moon perform their motions, shall endure. This engagement is made in the presence of all assembled, and to it is affixed the chop of His Majesty of Salangore, and the seal of the Honourable East India Company, being written and executed in duplicate, one copy being retained by the King of Salangore, and the other by the Honourable East India Company.

The end.



(Signed) JOHN ANDERSON,
Political Agent.

(A true copy.)

(Signed) JOHN ANDERSON,
Political Agent.

The 26th August, 1825.

(True copy.)

(Signed) J. W. SALMOND,
*Resident Councillor,
Prince of Wales' Island.*

SIACK.

No. CXVI.

TREATY of COMMERCIAL ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS MAJESTY PADUKA SRI SULTAN ABDUL JALLIL HALILUDIN HENUB SULTAN ABDUL JALLIL SYPHUDIN, KING of SIACK, SRI ENDRAPOORA, and dependencies, settled by MAJOR WILLIAM FARQUHAR, Resident of MALACCA, in virtue of powers delegated to him by the HONOURABLE JOHN ALEXANDER BANNERMAN, Governor of PRINCE OF WALES' ISLAND and its dependencies.

Article 1.

The peace and friendship now happily subsisting between the Honourable English East India Company and His Majesty the Sultan of Siack, Sri Endrapoora, shall be perpetual.

Article 2.

The vessels and merchandize belonging to British subjects or persons being under the protection of the Honourable East India Company, shall always enjoy in the ports and dominions subject to His Majesty the Sultan of Siack, Sri Endrapoora, all the privileges and advantages, which are now, or may at any time hereafter be granted to the subjects of the most favoured nations.

Article 3.

The vessels and merchandize belonging to the subjects of His Majesty the Sultan of Siack, Sri Endrapoora, shall always receive similar advantages and privileges in the harbour of Fort Cornwallis, and in all other places dependent on the British government of Prince of Wales' Island.

Article 4.

His Majesty the Sultan of Siack, Sri Endrapoora, shall not renew any obsolete and interrupted treaties with other nations, public bodies, or individuals, the

provisions of which may in any degree tend to exclude or obstruct the trade of British subjects, who further shall not be burthened with any impositions on duties not levied on the subjects of other States. EASTERN
ARCHIPELAGO

Article 5.

His Majesty the Sultan of Siack, Sri Endrapoora, further engages that he will upon no pretence whatever grant a monopoly of any articles of trade or commodities, the produce of his territories, to any person or persons, European, American, or natives.

Article 6.

It is finally declared, that this treaty which, according to the foregoing articles, is meant for promoting the peace and friendship of the two States, and securing the liberty of commerce and navigation between their respective subjects, to the mutual advantage of both, shall last for ever.

In token of truth and for the satisfaction of both parties, we have hereunto affixed our signatures and seals at Bukit Battoo, in the kingdom of Siack, this thirty-first day of the month August, in the year of Our Lord 1818, answering to the twenty-seventh day of the month Sawal, in the year of the Hegirat 1233.

L. S.

(Signed) W. FARQUHAR,
*Major of Engineers,
Resident of Malacca, and Commissioner
on the part of the British Government.*

Chop of
the King of
Siack.

(True Copy.)
(Signed) J. W. SALMOND,
*Resident Councillor,
Prince of Wales' Island.*

No. CXVII.

TRANSLATION of an ENGAGEMENT presented by the KING of SIACK to Mr. JOHN ANDERSON, Agent to the Governor of PULO PENANG.

Chop of
the King of
Siack.

The letter from the Honourable William Edward Phillips, Governor of Pulo Penang, of which his Agent, Mr. John Anderson, had the charge, duly reached His Majesty, who is seated on the throne of Siack, and respecting all that is therein contained relating to the good will of the Governor of Pulo Penang, and the improvement and enlargement of mercantile connections between Siack and Pulo Penang, His Majesty is impressed with the greatest satisfaction, because Siack and its dependencies will thereby become populous, and there will be a constant and beneficial intercourse with Penang; wherefore His Majesty, in concert with his chiefs, viz. the Tuanko Panglima Besar, the Datu Sri Pakama Raja, the Datu Sri Biji Wangsa, the Datu Maharaja Lela Muda and the Tuan Imaum have confirmed the treaty formerly given to Colonel Farquhar, Agent of the Governor of Pulo Penang; and in addition to that, His Majesty and the five Chiefs above-named make the following engagement, and send it to the Governor of Pulo Penang for the purpose of strengthening and perpetuating their reciprocal friendship, and that there may be no change or variation in the connection between Siack and Pulo Penang for ever and ever.

FIRST.—His Majesty and the five Chiefs will not grant the Dutch or any other nation a settlement, or permit them to hoist their colours or reside at Siack or any place under its dominion.

SECOND.—His Majesty and Chiefs will not interrupt or prevent any Noque-dahs of vessels, or traders, from going to Penang, and will not give them any orders to trade solely with Malacca, but they shall be at full liberty to follow their own inclination, and proceed to Penang as heretofore.

THIRD.—There shall be no interference with the Chiefs of the States tributary to Siack, and they shall also have full power to enter into any negotiations or make any engagements with Penang which shall not be liable to be altered or varied by His Majesty, and the duties, and the Chiefs shall be at liberty to trade with Penang as they please.

FOURTH.—All merchants or traders coming from Penang to Siack, shall meet with no interruption at Siack, but be free to buy and sell where they please.

FIFTH.—To all prows, brigs, or ships, which may come to trade at Siack, meeting with any accident, either there or at sea, His Majesty and the Chiefs engage to render them every possible assistance, to enable them to return in safety to Penang.

SIXTH.—The duties established on imports from Penang, or exports from Siack, are fixed by a list delivered to Mr. John Anderson, and they shall not be altered or varied.

SEVENTH.—His Majesty and Chiefs will not countenance or permit any pirates to remain in Siack or its dependencies, but will turn them out, in order that the trade between Siack and Pulo Penang may flourish.

EIGHTH.—If His Majesty or his country should be involved in difficulty, he will give immediate notice to the Governor of Pulo Penang, and beg assistance and advice.

Such is the engagement of the King of Siack and his Chiefs sent to the Governor of Penang.

Dated the 12th Rajab, in the year 1238 (or the 26th March, 1823.)

(True copy.)

(Signed) I. W. SALMOND.

*Resident Councillor,
Prince of Wales' Island.*

CXVIII.

TRANSLATION of a SCHEDULE of the IMPORT and EXPORT DUTIES at SIACK, as delivered by the KING and CHIEFS to the AGENT of the GOVERNOR of PULO PENANG.

In the year 1238, 12th day of Rajab, Monday.



Whereas, Mr. John Anderson, Agent of the Governor of Pulo Penang, arrived at Siack, and requested of His Majesty a document specifying the rate of duties chargeable on merchandize at Siack, and His Majesty has consequently given to him the following Schedule, fixing the duties on imports and exports:—

IMPORTS.		EXPORTS.	
On Opium	- - - 20 drs. per chest.	Galeru	- - - 25 drs. per pecul.
Salt	- - - 8 " coyan.	Wax	- - - 2 " do.
Salt from Java	- - - 10 " do.	Gamber	- - - 1 1/2 " do.
Raw Silk	- - - 5 " cent.	Fish Roes	- - - 2 1/2 " 1000
Coarse and Europe		Salt Fish	- - - 2 " 1000
Cloths	- - - 5 " do.	Sago,	- - - 8 " coyan.

Merchandize, the usual cargoes of Junks of all sorts, - - - 5 drs. per cent.
All other articles are free of import and export duty.

*Memo. respecting the Duties.** EASTERN
ARCHIPELAGO

The Duties at Assahan and Delly to be continued the same ■ fixed in the Schedule formerly transmitted to government, of which copies were furnished to me.

At Langkat the duties ■ ■ specified in the Engagement of the Raja, marked No. 5 in the Appendix.

At Sirdang, at present there are no duties charged, except on pepper and slaves; the former 1 dollar per 100 gantans, the other 1 dollar a head: This is by the Sultan Besar at Kampong Besar, but a revision of the duties is about to take place by the chiefs there, and some further imports are to be levied on merchandize passing down the river by the chiefs of Kampongs, Dorian, and Kalamber. The new arrangement will be hereafter communicated.

Batubara is, ■ I have before observed, ■ free port.

(Signed) JOHN ANDERSON,
Agent to the Government.

(True copy.)

(Signed) J. W. SALMOND,
*Resident Councillor,
Prince of Wales' Island.*

DUTCH.

In order to put an end to the mutual complaints of the British and Dutch merchants in the Indian seas, which had in former times been the cause of much controversy between the two governments in Europe; and to establish full and fair freedom of commerce in the East between the subjects and possessions of the two powers, and between the subjects and possessions of each power and the natives of the islands in the Indian Archipelago, the following Treaty was concluded between His Britannic Majesty and the King of the Netherlands:—

No. CXIX.

TREATY between HIS BRITANNIC MAJESTY and the KING of the NETHERLANDS, respecting TERRITORY and COMMERCE in the EAST INDIES.

Signed at London, March 17, 1824.

In the Name of the Most Holy and Undivided Trinity.

His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the King of the Netherlands, desiring to place upon a footing mutually beneficial, their respective possessions and the commerce of their subjects in the East Indies, so that the welfare and prosperity of both nations may be promoted, in all time to come, without those differences and jealousies which have, in former times, interrupted the harmony which ought always to subsist between them; and being anxious that all occasions of misunderstanding between their respective agents may be, as much as possible, prevented; and in order to determine certain questions which have occurred in the execution of the convention made at London, on the 13th of August, 1814, in so far as it respects the possessions of His Netherland Majesty in the East, have nominated their Plenipotentiaries, that is to say:—

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable George Canning, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, and His said Majesty's Principal Secretary of State for Foreign Affairs;—and the Right Honourable Charles Watkin Williams Wynn, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, Lieutenant-Colonel Commandant of the Montgomeryshire Regiment of Yeomanry Cavalry, and President of His said Majesty's Board of Commissioners for the Affairs of India:—

And His Majesty the King of the Netherlands, Baron Henry Fagel, Member of the Equestrian Corps of the province of Holland, Counsellor of State, Knight Grand Cross of the Royal Order of the Belgic Lion, and of the Royal Guelphic Order, and Ambassador Extraordinary and Plenipotentiary of His said Majesty to His Majesty the King of Great Britain;—and Anton Reinhard Falck,

Commander of the Royal Order of the Belgic Lion, and His said Majesty's Minister of the Department of Public Instruction, National Industry, and Colonies :—

Who, after having mutually communicated their full powers, found in good and due form, have agreed on the following Articles :—

Article 1.

The high contracting parties engage to admit the subjects of each other to trade with their respective possessions in the Eastern Archipelago, and on the continent of India, and in Ceylon, upon the footing of the most favoured nation ; their respective subjects conforming themselves to the local regulations of each settlement.

Article 2.

The subjects and vessels of one nation shall not pay, upon importation or exportation, at the ports of the other in the Eastern seas, any duty at a rate beyond the double of that at which the subjects and vessels of the nation to which the port belongs, are charged.

The duties paid on exports or imports at a British port, on the continent of India or in Ceylon, on Dutch bottoms, shall be arranged so as in no case to be charged at more than double the amount of the duties paid by British subjects and on British bottoms.

In regard to any article upon which no duty is imposed, when imported or exported by the subjects, or on the vessels of the nation to which the port belongs, the duty charged upon the subjects or vessels of the other, shall in no case exceed six per cent.

Article 3.

The high contracting parties engage, that no treaty hereafter made by either, with any native power in the Eastern seas, shall contain any article tending, either expressly or by the imposition of unequal duties, to exclude the trade of the other party from the ports of such native power ; and that if, in any treaty now existing on either part, any article to that effect has been admitted, such article shall be abrogated upon the conclusion of the present treaty.

It is understood that, before the conclusion of the present treaty, communication has been made by each of the contracting parties to the other, of all treaties or engagements subsisting between each of them respectively, and any native power in the Eastern seas ; and that the like communication shall be made of all such treaties concluded by them respectively, hereafter.

Article 4.

Their Britannic and Netherland Majesties engage to give strict orders, as well to their civil and military authorities, as to their ships of war, to respect the freedom of trade, established by Articles 1, 2, and 3 ; and in no case to impede a free communication of the natives in the Eastern Archipelago, with the ports of the two governments, respectively, or of the subjects of the two governments with the ports belonging to native powers.

Article 5.

Their Britannic and Netherland Majesties, in like manner, engage to concur effectually in repressing piracy in those seas : they will not grant either asylum or protection to vessels engaged in piracy, and they will in no case permit the ships or merchandize captured by such vessels to be introduced, deposited, or sold, in any of their possessions.

Article 6.

It is agreed that orders shall be given by the two governments to their officers and agents in the East, not to form any new settlement on any of the Islands in the Eastern seas, without previous authority from their respective governments in Europe.

Article 7.

The Molucca Islands, and especially Amboyna, Banda, Ternate, and their immediate dependencies, are excepted from the operation of the 1st, 2nd, 3rd and 4th Articles, until the Netherland government shall think fit to abandon the

monopoly of spices; but if the said government shall, at any time previous to such abandonment of the monopoly, allow the subjects of any power, other than a native Asiatic power, to carry ■ any commercial intercourse with the said Islands, the subjects of His Britannic Majesty shall be admitted to such intercourse, upon ■ footing precisely similar.

EASTERN
ARCHIPELAGO

Article 8.

His Netherland Majesty cedes to his Britannic Majesty all his establishments ■ on the Continent of India; and renounces all privileges and exemptions enjoyed or claimed in virtue of those establishments.

Article 9.

The factory of Fort Marlborough, and all the English possessions on the Island of Sumatra, are hereby ceded to His Netherland Majesty: and His Britannic Majesty further engages, that no British* settlement shall be formed on that Island, nor any treaty concluded by British authority, with any native Prince, Chief, or State therein.

Article 10.

The town and Fort of Malacca, and its dependencies, are hereby ceded to His Britannic Majesty; and His Netherland Majesty engages, for himself and his subjects, never to form any establishment on any part of the peninsula of Malacca, or to conclude any treaty with any native Prince, Chief, or State therein.

Article 11.

His Britannic Majesty withdraws the objections which have been made to the occupation of the Island of Billiton and its dependencies, by the agents of the Netherland government.

Article 12.

His Netherland Majesty withdraws the objections which have been made to the occupation of the Island of Singapore, by the subjects of His Britannic Majesty.

His Britannic Majesty, however, engages, that no British establishment shall be made on the Carimon Isles, or on the Islands of Battam, Bintang, Lingin, or on any of the other Islands south of the Straits of Singapore, nor any treaty concluded by British authority with the chiefs of those Islands.

Article 13.

All the colonies, possessions, and establishments which are ceded by the preceding Articles, shall be delivered up to the officers of the respective Sovereigns on the 1st of March, 1825. The fortifications shall remain in the state in which they shall be at the period of the notification of this treaty in India; but no claim shall be made, on either side, for ordnance, or stores of any description, either left or removed by the ceding power, nor for any arrears of revenue, or any charge of administration whatever.

Article 14.

All the inhabitants of the territories hereby ceded shall enjoy for ■ period of six years from the date of the ratification of the present treaty, the liberty of disposing as they please of their property, and of transporting themselves, without let or hindrance, to any country to which they may wish to remove.

Article 15.

The high contracting parties agree that none of the territories or establishments mentioned in Articles 8, 9, 10, 11, and 12 shall be, at any time, transferred to any other power. In case of any of the said possessions being abandoned by one of the present contracting parties, the right of occupation thereof shall immediately pass to the other.

Article 16.

It is agreed that all accounts and reclamations, arising out of the restoration of Java, and other possessions, to the officers of His Netherland Majesty in the East Indies, ■ well those which were the subject of ■ convention made at Java on the 24th of June, 1817, between the Commissioners of the two nations, as all others, shall be finally and completely closed and satisfied, on the payment of the sum of one hundred thousand pounds, sterling money, to be made in London on the part of the Netherlands, before the expiration of the year 1825.

Article 17.

The present treaty shall be ratified, and the ratifications exchanged at London, within three months from the date thereof, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and affixed thereunto the seals of their arms.

Done at London, the seventeenth day of March, in the year of Our Lord one thousand eight hundred and twenty-four.

(L. S.) H. FAGEL,
(L. S.) A. R. FALCK,

(L. S.) GEORGE CANNING,
(L. S.) CHARLES WATKIN WILLIAMS WYNN.

Note addressed by the British Plenipotentiaries to the Plenipotentiaries of the Netherlands.

In proceeding to the signature of the treaty which has been agreed upon the Plenipotentiaries of His Britannic Majesty have great satisfaction in recording their sense of the friendly and liberal spirit which has been evinced by their Excellencies the Plenipotentiaries of His Netherland Majesty; and their conviction that there is, on both sides, an equal disposition to carry into effect with sincerity and good faith the stipulations of the treaty, in the sense in which they have been negotiated.

The differences which gave rise to the present discussion ■■ such as it is difficult to adjust by formal stipulation: consisting, in great part, of jealousies and suspicions, and arising out of the acts of subordinate Agents, they can only be removed by a frank declaration of intention and a mutual understanding ■■ to principles between the governments themselves.

The disavowal of the proceedings whereby the execution of the convention of August 1814, was retarded, must have satisfied their Excellencies the Netherland Plenipotentiaries of the scrupulous regard with which England always fulfils her engagements.

The British Plenipotentiaries record, with sincere pleasure, the solemn disavowal, on the part of the Netherland government, of any design to aim, either at political supremacy or at commercial monopoly, in the Eastern Archipelago. They willingly acknowledge the readiness with which the Netherland Plenipotentiaries have entered into stipulations calculated to promote the most perfect freedom of trade between the subjects of the two crowns and their respective dependencies in that part of the world.

The undersigned are authorized to express the full concurrence of His Britannic Majesty in the enlightened views of His Majesty the King of the Netherlands.

Aware of the difficulty of adapting at once to a long established system of monopoly, the principles of commercial policy which are now laid down, the undersigned have been authorized to consent to the exception of the Molucca Islands from the general stipulation for freedom of trade contained in the treaty. They trust, however, that, as the necessity for this exception is occasioned solely by the difficulty of abrogating, at the present moment, the monopoly of spices, its operation will be strictly limited by that necessity.

The British Plenipotentiaries understand the term *Moluccas* as applicable to that cluster of islands which has Celebes to the westward, New Guinea to the eastward, and Timor to the southward; but that these three islands are not comprehended in the exception: nor would it have included Ceram if the situation of that island in reference to the two principal spice isles, Amboyna and Banda, had not required a prohibition of intercourse with it ■■ long ■■ the monopoly of spices shall be maintained.

The territorial exchanges which have been thought expedient for avoiding collision of interests, render it incumbent upon the Plenipotentiaries of His Britannic Majesty to make, and to require, some explanations with respect to the dependants and allies of England, in the island from which she is about to withdraw.

EASTERN
ARCHIPELAGO

A treaty concluded in the year 1819, by British Agents, with the King of Acheen, is incompatible with the 3d article of the present treaty. The British Plenipotentiaries therefore undertake, that the treaty with Acheen shall, as soon as possible, be modified into a simple arrangement for the hospitable reception of British vessels and subjects in the port of Acheen. But as some of the provisions of that treaty (which has been communicated to the Netherland Plenipotentiaries) will be conducive to the general interests of Europeans established in the Eastern seas, they trust that the Netherland government will take measures for securing the benefit of those provisions. And they express their confidence, that no measures hostile to the King of Acheen will be adopted by the new possessor of Fort Marlborough.

It is no less the duty of the British Plenipotentiaries to recommend to the friendly and paternal protection of the Netherland government, the interests of the natives and settlers, subject to the ancient factory of England at Bencoolen.

This appeal is the more necessary, because, so lately as the year 1818, treaties were made with the native chiefs, by which their situation was much improved. The system of forced cultivation and delivery of pepper was abolished; encouragement was given to the cultivation of rice; the relations between the cultivating classes and the chiefs of the districts were adjusted; the property in the soil was recognized in those chiefs; and all interference in the detailed management of the interior was withdrawn, by removing the European Residents from the out-stations, and substituting in their room native officers. All these measures were calculated greatly to promote the interests of the native inhabitants.

In recommending these interests to the care of the Netherland government, the undersigned request the Plenipotentiaries of His Netherland Majesty to assure their government, that a corresponding attention will be paid, on the part of the British authorities, to the inhabitants of Malacca, and the other Netherland settlements which are transferred to Great Britain.

In conclusion, the Plenipotentiaries of His Britannic Majesty congratulate their Excellencies the Netherland Plenipotentiaries, upon the happy termination of their conferences. They feel assured, that, under the arrangement which is now concluded, the commerce of both nations will flourish, and that the two allies will preserve inviolate in Asia, no less than in Europe, the friendship which has, from old times, subsisted between them. The disputes being now ended, which, during two centuries, have occasionally produced irritation, there will henceforward be no rivalry between the English and the Dutch nations in the east, except for the more effectual establishment of those principles of liberal policy which both have this day asserted in the face of the world.

The undersigned request their Excellencies the Plenipotentiaries of His Netherland Majesty, will accept the assurances of their distinguished consideration.

(Signed)

GEORGE CANNING,

”

CHARLES WATKIN WILLIAMS WYNN.

London, March 17, 1824.

The undersigned, Plenipotentiaries of His Majesty the King of the Netherlands, have found in the note, which is just delivered them by their Excellencies the British Plenipotentiaries, a faithful recapitulation of the communications which had taken place at the time when circumstances, independent of the will of the negotiators, caused a suspension of their conferences.

Summoned to resume work, the completion of which has ever been desired with equal sincerity by both parties, the undersigned have not failed to recognize in their co-labourers in this work, that spirit of equity and conciliation,

EASTERN
ARCHIPELAGO

which facilitates the arrangement of the most complicated questions, and to which they cannot do justice at a time more fitting than that which is about to sanction, by the signature of a formal treaty, the resolutions, adopted after a most strict examination, as eminently useful for the maintenance of a good understanding, even among the inferior agents of the contracting powers.

This essential aim and principal tendency of the treaty is evident to all who read its different articles with attention. What is therein expressly stipulated ought to suffice for the removal, by common consent, of all uncertainty which might present itself in the sequel. However, as the British Plenipotentiaries have considered it necessary to enter into some further details, the undersigned, who, on their part, are sensible of the importance of leaving nothing doubtful in so important a matter, have no difficulty in following them through these details, and in supplying a concise display of their view of the subject, the answer which is due from them to the aforesaid note of their Excellencies.

The 7th article contains an exception to the general principle of liberty of commerce. The necessity of that exception, already admitted by England in the conferences of 1820, rests upon the existence of the system which respects the exclusive trade in spice. Should the determinations of the government of the Netherlands lead to the abandonment of that system, the rights of free trade will be immediately restored, and the whole of that Archipelago, which has been very justly described as comprised between *Celebes*, *Timor*, and *New Guinea*, will be open to all lawful speculations, on the footing to be established by local ordinances and, so far as particularly concerns the subjects of His Britannic Majesty, in conformity with the grounds sanctioned by the treaty for all the Asiatic possessions of the two contracting powers.

On the other hand, so long as the exception in question remains in force, the ships which traverse the Moluccas, must refrain from touching at any ports but those whereof the description has been officially communicated to the maritime powers some years back; except in cases of distress, in which it is superfluous to add, that they will find in all places, where the flag of the Netherlands may be flying, those good offices and succours which are due to suffering humanity.

If the government of Great Britain conceives it to be a real advantage, that by disengaging itself according to the principles sanctioned by the treaty which is about to be signed, from the connections which were formed by its agents four or five years ago, in the kingdom of *Acheen*, it secures, by some new clause, the hospitable reception of British Vessels and subjects in the ports of that kingdom; the undersigned hesitate not to declare, that, on their part, they do not see any difficulty in it, and conceive that they may assert, at the same time, that their government will apply itself, without delay, to regulate its relations with *Acheen*, in such a manner, that that State, without losing anything of its independence, may offer both to the sailor and the merchant, that constant security which can only be established by the moderate exercise of European influence.

In support of the information contained in the last note of the British Plenipotentiaries on the subject of *Bencoolen*, their Excellencies have communicated to the undersigned the two conventions respectively signed on the 23d of May and the 4th of July 1818, by the Lieutenant-Governor of that establishment, on the one side, and by the Chiefs of some neighbouring tribes, on the other. They have likewise communicated a despatch of the Governor General in Council, dated Fort William, the 9th of May, 1823, and according to which the British government has abolished at Fort Marlborough the monopoly of pepper; encouraged the cultivation of rice; and placed on a firm and uniform footing the relations of the different classes of natives, as well among themselves, as with their chiefs. But inasmuch as the undersigned are not wrong in supposing that the object of these arrangements has been the security of the agricultural prosperity of the colony, and the removal of the vexations which often result from the immediate contact of the native population with the subordinate authorities of a foreign government, they experience great satisfaction in saying, that, far from having cause to dread retroactive measures, the individuals interested in the existing order of things may, on the contrary, cherish the hope that the new government will respect their acquired rights, and their welfare; and, what the undersigned are above all things desirous to guarantee, that it will cause the articles of the above mentioned conventions to be observed, on the faith of which the inhabitants of *Pasummah Ulu Manna*, and the other colonists in the interior

have recognized the authority, or accepted the protection, of the British East India Company, saving, however, the power of substituting, with the full consent of the parties interested, other analogous conditions, if circumstances should render a change necessary.

With respect to the equitable and benign intentions of the British government towards the inhabitants of *Malacca*, and the other Dutch establishments ceded by the treaty, the Plenipotentiaries of His Majesty the King of the Netherlands, accept the assurance thereof with unlimited confidence; and the same sentiment prevents them from insisting that the orders and instructions which shall be addressed to the English authorities in India, relative to the surrender of Fort Marlborough, and its dependencies, should be conceived in such clear, precise, and positive terms, that no cause of uncertainty, or any pretext for delay, may be discovered in them:—being persuaded that the British Plenipotentiaries, after having accomplished their labours with so much moderation and equity, will take care that the result of their common exertions be not compromised by any regard to subordinate interests and secondary considerations. This result the British Plenipotentiaries themselves have described in their last note, and it only remains for the undersigned to congratulate themselves on having contributed thereto, and to unite their wishes with those of their Excellencies, that their respective agents in their Asiatic possessions, may ever show themselves sensible of the duties, which two friendly nations, animated with truly liberal views, have to fulfil, both with reference to each other, and also towards the natives, whom the course of events or treaties have placed under their influence.

The undersigned avail themselves of this opportunity of renewing to their Excellencies the British Plenipotentiaries, the assurance of their most distinguished consideration.

(Signed) H. FAGEL,
A. R. FALCK,

London, March 17, 1824.

The engagement of the British government under the 9th article of the above Treaty was prospective, and did not annul Treaties then existing.

PEISHWA.

PEISHWA.

Sevajee, the founder of the Mahratta power, is said to have been descended from a spurious branch of the Oodypore family.

Malojee, his great grand-father served with a small body of horse in immediate dependence on Jadao Rao, who held a command of 10,000 men from Malik Amber, the ruler of Ahmednuggur. Malojee rose to a command of 5,000 horse in the service of Ahmednuggur, and obtained a jaghire, of which the chief place was Poona.

Malojee's son, Shahjee, married the daughter of Jadao Rao, by whom, in 1627, he had a son, the celebrated Sevajee.

Shahjee, after acting a distinguished part in the closing events of the kingdom of Ahmednuggur, entered the service of Beejapoor, and in the name of that State, made extensive conquests towards Madras and Tanjore.

Sevajee was left at Poona under charge of a Brahmin. He did not long submit to the control of his guardian; and by the time he was sixteen years of age, had begun his eventful career as the leader of a band of robbers, whom his genius subsequently formed into an army. Availing himself of the distracted state of the neighbouring countries and Mahomedan bigotry, he raised the standard of independence in 1646, and with such success, that he died in 1682 the absolute sovereign of a powerful kingdom.

Sevajee was succeeded by his eldest son, Sambajee, who possessed none of his father's qualities except his courage. He was made prisoner and cruelly put to death by Aurungzebe in 1689.

His son, Sevajee, was acknowledged as his successor by the Mahratta chiefs; but being an infant, his uncle, Raja Ram, was nominated regent. Shortly after the young Raja fell into the hands of Aurungzebe, who changed his name from Sevajee to Saho, which he ever after retained; and the regent assumed the title of Raja, on the ground of his nephew's captivity, and eventually established himself at Sattara. On his death he was succeeded by his son, Sevajee; his nephew, Saho, being still in captivity.

On the death of Aurungzebe, Saho was liberated, and succeeded, after a severe contest, in obtaining his hereditary rights, chiefly through the ability of his minister, Balajee Bishwant, the founder of the Brahminical dynasty of Peishwas.

PEISHWA.

In 1710 chout was first yielded to the Mahrattas by the Mogul Officers in the Deccan; in 1719 the Emperor confirmed this humiliating concession, and gave the Mahrattas a formal grant of their territorial possessions.

Saho being addicted to ease, delegated all the powers of his government to Balajee, who assumed the title of Peishwa, which became hereditary in the family.

The Peishwa established his Court at Poona, leaving Saho at Sattara, and was recognised as the executive authority of the Mahratta empire. Though the nominal supremacy of the Raja of Sattara was admitted, he was deprived of every vestige of power; his condition being distinguishable from that of a state prisoner in the Fort of Sattara, only by some empty observances of outward respect. So stood the relative position of the Peishwa and the Raja of Sattara, until the authority of the former was subverted in 1817.

Balajee Biswanat was succeeded in 1720 by his son, Bajee Rao, the ablest of all the Brahmin dynasty. Having reduced Guzerat and wrung concessions from Asof Jah, the first Nizam, he crossed the Nerbudda about 1735 and ravaged Malwa. For aid rendered to a Raja of Bundelcund against the forces of the Empire, Bajee Rao obtained a cession of Jansi, and this led to the eventual establishment of the Mahrattas in Bundelcund.

Raja Jei Sing, the Governor of Malwa, finding resistance hopeless, surrendered his province to the Peishwa, with the tacit concurrence of the Emperor, on whose behalf it was nominally to be held.

This concession appears to have inflamed rather than satisfied the Peishwa's ambition. He shortly after demanded as a jaghire, the whole of Malwa and all the country south of the Chumbul, together with the holy cities of Muttra, Allahabad, and Benares. Notwithstanding the low ebb to which the imperial power had fallen, these proposals were indignantly rejected.

The Peishwa advanced towards Delhi, and was within forty miles of Agra, when Holkar, who commanded the advanced division of the Mahratta army, was attacked and forced back with severe loss by the Governor of Oude. This check was magnified into a victory at the Imperial Court; and the Peishwa, in order, as he said, to satisfy the Emperor that he was still in Hindoostan, presented himself before the gates of Delhi. Finding, however, that the Vizier and the Subadar of Oude were rapidly advancing in force to relieve the Capital, he hastily broke up his camp and returned to the Deccan.

The Nizam, Asof Jah, was invited from the Deccan by the Emperor, and invested with full powers to call forth all the resources of the empire against the Mahrattas. He advanced into Malwa with the Imperial army and took up a strong position near Bhopal, where he expected the Mahrattas would attack him; but, instead of attacking him, Bajee Rao cut off his supplies, and reduced his army to such a state of helpless distress, that, to save it from utter destruction, he was constrained to enter into a convention, ceding to the Mahrattas, Malwa and all the country south of the Chumbul, and engaging to obtain the Emperor's confirmation of the cession and a payment of 50 lacs of rupees.

Bajee Rao's aggressive career was for a time arrested by the invasion of Nadir Shah, whose power struck him with consternation. His first thought was to form a general league for the Defence of India. "Our domestic quarrels," he writes to Nazir Jung, "are now insignificant, there is but one enemy in Hindoostan; Hindoos and Mussulmans, the whole power of the Deccan must assemble." When relieved from the terror of Nadir Shah, he reverted to his old designs. The agreement with Asof Jah had not been confirmed by the Emperor. Instead, however, of enforcing his claims at Delhi, the Peishwa made the Deccan the theatre of war, in order to be at hand to check the Raja of Berar and the Gujckwar, who were averse to his authority. He attacked the Naib Nazim, Nazir Jung, the second son of Asof Jah, but with so little success that he was glad to come to an accommodation with him.

In 1739, Chinnajee Appah, the Peishwa's brother, conquered Salsette and Bassein from the Portuguese. The vicinity of Salsette to Bombay, and the fact of all countries conquered from the Portuguese having been granted by the Raja to the Peishwa in his own right, alarmed the Bombay government lest Chinnajee's conquests might not be confined to the Portuguese Settlements. This, with the Peishwa's efforts to establish a maritime force, led the Bombay government to the conviction that disputes would inevitably arise with the Mahrattas unless the respective rights of the two nations were clearly defined. With this view the following Treaty was concluded:

No. CXX.

TREATY with the MAHRATTAS, in 1739.

Articles of Agreement between Stephen Law, Governor of Bombay, &c. on the part of the Honourable English East India Company, and Bajeerow Pundit Purdan, or first minister of the most serene Sou Rajah, July 1739, or 1140 Gentoo style.

Stipulations between the Government of Bajeerow Pundit Purdan, in the year 1140 of the Gentoo style, (Anno Domini 1739), and the Honourable Stephen Law, General of the port of Bombay, delivered to Captain Inchbird, his deputy in Bassein.

Article 1.

The English shall only issue passes to the Company's vessels, the merchants or servants, dependants, belonging to the island of Bombay, or other places where the English have settlement; and the English shall not interfere with Bajeerow's fleet, nor give convoy to foreign vessels: save that, if two or three vessels should accidentally fall into company with the English, in such case Bajeerow's fleet shall not molest them.

The English shall give their pass and colours to the vessels belonging to the port of Bombay, to the Company, or other merchants as customary, but not to vessels belonging to those of foreign ports, who, taking pass from our government, may navigate and carry on their trade freely. Those who shall not take our pass shall be chastised by us, and the English shall not oppose the execution. The English government shall not, as aforesaid, give their pass or colours to foreign merchants, or convoy vessels belonging to foreign ports, not having passes from this State. Our fleet will not harm two or three vessels belonging to foreign ports, if by chance they come under convoy of the English fleet, whilst they continue under that convoy.

Article 2.

The English nor their subjects or dependants, shall not freight or put their effects on board any vessels not provided with passes from Bajeerow; but if any unavoidable necessity obliges them to the contrary of this, in case of such effects being seized by Bajeerow's fleet, they shall be restored to the owners, they proving their property therein.

The English shall not freight their effects, or those of their jurisdiction, on vessels not having passes from this State; and shall only freight those that have our pass: but in case of such a freight through pure necessity, and the effects should be seized by our fleets, on proof being made that they belong to the English or their merchants, they shall be restored and delivered up.

Article 3.

The English will not lay any restraint on the inhabitants of other countries, that have taken refuge in Bombay, in the war time, let them be coolies, carpenters, or other caste whatever, from returning to their abodes, with their effects and gallivats.

The English shall lay no restraint on the inhabitants, coolies, carpenters, and all casts of people, belonging to the jurisdiction of Bassein up to Demaun, and other places whatever, that retired to Bombay, but shall let them come away with their effects and gallivats.

Article 4.

The English will furnish two fighting gallivats, if required, to give convoy to the fishing gallivats of Bajeerow, carrying goods or provisions, in their passage to and from Mahim and Versova.

The fishing gallivats that carry provisions or goods to and from Versova, shall be convoyed in their passage coming and going, between Versova and Mahim by the English.

Article 5.

The English will grant free licence for the export of all goods and commodities whatever, for the service of Bajeerow, and a free trade to the merchants of his country, in all sorts they may want, as iron, lead, brimstone, saltpetre, dammar, tar, sailcloth, coir, and others, (excepting artillery, balls, powder, and shot,) they paying the customary duties. Such things as have not before been used to pay export

All sorts of merchandize or goods (except artillery, powder, balls, and shells) that the State may want, such as iron, lead, brimstone, saltpetre, dammar, coir, cloth for sails, and other sorts, shall be freely supplied us: and there shall be in no wise any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or derwalls from the merchants or the Company; and when

PEISHIWA.

duty, shall continue free of any — before. In like manner, Bajeerow shall permit the English and their merchants the free trade of his country and liberty of export of goods and provisions, paying the customs.

exported, they shall only pay the customary duties that such goods have been commonly rated at, and they shall pay no customs on those that were not before liable to any. In the same manner there shall be no impediment given the English, the Company, or their merchants, in their buying any goods or provisions from this jurisdiction or exporting the same, paying the customs.

Article 6.

The English will preserve their dominion of the river of Mahim, as it was granted them by the Portuguese. All the merchants' vessels and fishing gallivats, belonging to Bajeerow's government, shall have free passage through the said river, and five or ten sepoys, with their arms, shall be allowed to pass, being on board merchant vessels, on any services, or employed to bring intelligence.

All the command and dominion which the government of Bombay has in the river from Mahim to Bombay, since the time it was delivered to them by the Portuguese, shall be preserved, in the same manner as has been practised from the beginning. All other commands or dominions they may have increased since, by means of their power, shall not be allowed. They shall grant free passage through the said river to all merchant vessels and fishing gallivats that carry goods to and fro (except those belonging to our fleet). They shall suffer five or ten sepoys to pass, with their arms, that may be in the said vessels, on any service, or sent to bring intelligence.

Article 7.

The English will not assist any of Bajeerow's enemies, though in friendship with them, with any other, or more of the sorts, than what they engage to supply Bajeerow's State with; and Bajeerow shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this State, though they may be their friends. In like manner we will not assist the enemies to the English. All the sorts they supply the State with, they may furnish others as they please, excepting munitions of war.

Article 8.

Any person belonging to the English or Bajeerow's jurisdiction, that shall go over to either government, such government shall oblige him to make satisfaction to his creditors. If a slave, he shall be delivered up by compulsion.

Any person, of either side, taking refuge under either government, let him be merchant, or in pay, and owing or carrying money away with him, the creditor of such person shall go where he is, and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person sued shall have liberty to go freely where he pleases; but if a slave, he shall be delivered up by force.

Article 9.

Any vessel belonging to the English or Bajeerow, that shall be driven by stress of weather, or other accidents, for shelter on the coast of either jurisdiction, all possible assistance shall be given for the refitall; but if stranded

Any vessel, great or small, belonging to either government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel that may

or wrecked on either shore, half of the cargo and vessels shall belong to the government, and the other half be reserved to the owner.

have suffered be refitted, and proceed freely on her voyage. But in case the Company's or their merchants' effects shall be shipwrecked on any place of our jurisdiction, one half shall be restored to the owners, and one half shall remain to the State. In like manner, the effects on board any vessels of our jurisdiction, that may be lost at Bombay, shall be divided, half to the Company, and half to the owners.

Article 10.

The fleet of Bajeerow shall not attempt any vessel, though not provided with his pass, within the limits of the stakes at Mahim, in a direct line to the mouth of the harbour, within the distance of a coss, or a coss and a half, from Underee on this side.

Our fleet will not harm any vessel, navigating without a pass from the State, from the stakes at Mahim in a direct line to the bar, at the mouth of the harbour, within the distance of one coss, or one coss and a half, from Underee this way.

Article 11.

Bajeerow's fleet shall, by no means, hurt or molest the fishing gallivats, or other vessels, belonging to the English, or their subjects, in their navigation of these seas. In like manner, Bajeerow's fishing gallivats, and other vessels, belonging to him, or subjects of His State, shall not be hurt or molested by the English fleet.

Our fleet will, by no means, molest any of the fishing gallivats, or other vessels, belonging to Bombay, navigating these seas. In like manner, our fishing gallivats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

Article 12.

Bajeerow's fleet shall pass and repass freely by the bar, or in the river, at the mouth of the harbour; and in case of touching at Bombay for watering, they shall have friendly treatment. In like manner, the English fleet shall have reception and assistance in the ports of Bajeerow's jurisdiction.

The fleet of this State shall go in and out of port freely; and if, at any time, it should repair to Bombay, for watering, and stay some time there, it shall meet with assistance there. In like manner, we will assist and supply the English fleet arriving at any of our ports.

Article 13

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajeerow's jurisdiction, passing to any from the rivers Negotan, Penn, and other ports: but in case of any of the said vessels importing at Bombay, and landing their effects they shall pay the port duties.

There shall be no impediment on the part of the English, to our own merchant vessels, laden with goods belonging to the merchants of our jurisdiction, and that go or come from sea into the rivers Negotan, Penn, and other ports: but if any such vessels go into Bombay, and unload their goods, they shall pay the customs. However, in the river there shall no harm whatever be suffered to be done such merchant vessels by any power whatever.

Article 14.

The merchant vessels, belonging to the English and their subjects, shall have free leave to purchase in the rivers Negotan, Penn, and other places,

The merchant vessels of Bombay may in the rivers of Penn, Negotan, or other whatever, purchase freely provisions, or other sorts of goods, and

PEISHWA.

provisions, and all sorts of merchandize, and export the same, paying the customs; and on the part of Bajeerow, there shall be no impediment.

These fourteen articles shall be observed without failure.

export them, paying the customary duties; and on the part of this State, no impediment shall be given them.

These fourteen articles, I (Chimnaje) have consented to, and they shall be observed without failure. Let this be made manifest.

The 16th of Rabillicar (or 12th July.)

In 1740, Bajee Rao marched for Hindoostan and died on the banks of the Nerbudda.

He left three sons, Balajee Rao, called also Nanah, who succeeded him as Peishwa; Rogonauth Rao, or Ragoba, who was afterwards much connected with the English, and was the father of the last Peishwa; and Shumshir Bahadur, to whom (though an illegitimate son, by a Mahomedan woman, and brought up in his mother's religion) he left all his possessions and pretensions in Bundelcund.

As soon as Balajee had secured his own authority, for his accession had been opposed by the Raja of Berar and the Guickwar, he resolved to assert the Mahratta claims in Hindoostan, and to check the Raja of Berar's encroachments on territories north of the Nerbudda. He accordingly marched into Hindoostan, and took up a position which at once checked the Raja of Berar's encroachments, and backed his negotiations with the Emperor for a confirmation of Asof Jah's convention.

In the mean time the Raja of Berar, Ragojee Bosla, was ravaging Bengal. To secure the Peishwa's aid in expelling him from that province, the Emperor confirmed Asof Jah's grant of Malwa. Balajee marched into Bengal, from which he expelled Ragojee. The latter, however, marched rapidly towards the Deccan, and, taking advantage of the Peishwa's absence, formed a combination against his authority, with Damajee Guickwar, and the Priti Nidi, or ancient Council of the Mahratta State, but which had become a cypher under the Peishwas. To detach Ragojee from this confederacy, the Peishwa conceded to him the right of levying all the Mahratta claims in Bengal and Behar.

In 1749, Raja Saho died without issue, and was succeeded by Ram Raja, a posthumous son of Sevajee the Second, whose existence had long been concealed by his grandmother, the Tara Bai.

While these events were going on in the Deccan, Mulhar Rao Holkar, who held the government of Malwa, alternately took part with the several conflicting factions at the Court of Delhi, as best conduced to his own advantage.

In 1755, Ragoba, in conjunction with Damajee Guickwar, completely reduced the whole of Guzerat to Mahratta rule.

In 1756, Ragoba was sent with an army into Hindoostan. He settled Malwa, took Delhi, compelled Alimgir the second to appoint Gazi-ood-Deen to be his Vizier, then crossing the Sutlej, reduced the whole of the Punjaub and returned to the Deccan, leaving military posts to secure his conquests.

The piratical force of Angria having committed serious depredations on the trade, Gheria, (Severndroog having been taken the preceding year by Commodore James,) their stronghold, was captured by a combined force under Admiral Watson and Colonel, afterwards Lord Clive, then on his way to Bengal. The following Treaty was immediately after concluded with the Mahrattas:

No. CXXI.

TREATY with the MAHRATTAS dated the 12th of October, 1756.

Article 1.

That the Mahratta government will never permit the Dutch, to settle, or come into their dominions, but, on the contrary, issue express orders to prevent their carrying on any trade therein.

Article 2.

As an article regarding Mahim river was included in the treaty made in the time of the deceased Bajeerow, and it having been represented, that the Bundorab Coolies have of late begun to set up new fishing stakes, which they ought not to have done in that river, the Mahratta government do hereby oblige themselves not to permit thereof in future.

Article 3.

As Bancote and Hematgur have been delivered to the Honourable Company, the Mahrattas do, by these presents, give them the following villages, towards

defraying the expences thereof, and which are to remain the said Honourable Company's property for ever, and of which they are to be put in possession without further delay ; viz. Velass, Bag, Manly, Veswee, Chepolee, Coodook, Pundarree, Panam, Dasgom, and Comela.

Article 4.

It having been a custom, during the governments of Angria and the Mahrattas, at Bancote, that the Sciddees received a chotic, or quarter part of the customs, the Mahrattas engage to satisfy the Sciddee in this particular, and that the Honourable Company do not meet with any embarrassment concerning it, nor concerning the royalty of this river, which is hereby given and made over to them for ever. In case the Sciddee should dispute complying with the foregoing, the English declare, it should not retard the compliance with what may be mentioned in these articles concerning the delivery of Ghereah.

Article 5.

Customs are to be levied by the Mahrattas, on goods which pass up the river of Bancote, only at Gorgom and Marr, and not any let or impediment in any of the intervening places in the said river of Bancote.

Article 6.

As Dasgom is a pass for the Verjarrahs, or country merchants, the Mahrattas engage, that such goods as are carried that way to Marr, either by the river or by land, shall not pay any duties there, but only the usual nickolla.

Article 7.

All such subjects and inhabitants of Bancote, Hematgur, and its dependencies, as, on account of the dispute with Angria, retired to the Mahratta territories, shall, if they are content so to do, be allowed to return to the English, without any impediment from the Mahratta government ; and others that, in future may leave the English, are to be permitted to return again, if agreeable to them, in the manner above-mentioned ; and such subjects as shall leave the Mahratta government, and retire to Bancote, shall have liberty to return to the Mahrattas again, on their agreeing with them, and in such case the English will not impede them.

Article 8.

The Mahrattas may export from the river of Bancote, annually, for the use of their southern Forts, &c., grain of all kinds, to the value of forty thousand (40,000) rupees, and it shall be free from customs at Bancote. They shall also have liberty to export, custom free, such salt, rafters, small timbers, &c. as they may want for the use of their Sircar or government ; and in consideration thereof, the Honourable Company's goods, to the amount of one hundred and fifty thousand (1,50,000) rupees, shall annually, in like manner, be free from all customs, as far as Poonah, upon dalcaas or certificates being produced on both sides.

Article 9.

No additional inland duties whatever, to be levied on the English goods by the Mahratta government, but only the rhaderage customs.

Article 10.

Junardow Buttol Phudness Mahazom, with Ballajee Badjerow Pundit Purdan, has a patrimony in Velass, of one garden and fifteen begas of batty ground, which is to remain with him ; in lieu or in consideration of which, Nandgoa Compra is granted to the Honourable Company.

Article 11.

The Dutch goods will not be permitted to be landed at Rajahpore ; nor their trade suffered to be carried on there, concerning which the Mahrattas will give proper orders ; and the people under the Mahratta government are not to trade at Rajahpore, but if disputes arise with the Sciddee, this is to be no obstacle to the delivery of Gehreah, as will be mentioned in subsequent article.

PEISHWA.

Article 12.

The Bramins, inhabitants at Hurry Hurrassecar, and others that will pass to and from thence on pilgrimage, are to be free from paying customs, in regard to the necessities that they may have for their own use, or to perform their ceremonies, but this does not extend to merehandize.

Article 13.

The Mahar government to carry grain of all kinds, timber, wood, &c. according to the custom formerly observed; but as to the power of the river, it is to be carried on agreeable to the articles of this treaty.

Article 14.

The Fort of Eswant Gur is to be entirely demolished; and the English, on their parts, are not to make any Forts or fortifications within the nine villages, nor by the river. In like manner, the Mahratta government are not to make any by the river of Bancote, or in the villages belonging to them. This article, however, is not to exempt the English from building such houses and ware-houses as they think proper, in the villages belonging to them.

Article 15.

As all the royalty of Bancote and Hematgur is with the English, they are to take care as much as in their power lies, to prevent the enemy prejudicing the Mahrattas through that river.

Article 16.

Ghereah Fort to be delivered within twenty-four days after the departure of the English gentlemen from Poonah, together with such guns, balls, stores, &c., either of the Fort or fleet, that the captors left for the service of the garrison or otherwise, or did not themselves sell; but the stores, ammunition, &c., that properly belong to the Honourable Company, they are to carry away with them. The officers of Toolajee are to go where they please; and if his family (wife and children) should be desirous of returning to him, the English will not impede it but grant them free liberty so to do: and the Mahratta government engages, that Toolajee Angria shall have no place given him, nor any power below the gaut. Ballajee Badjerow Pundit Purdan is to send an officer of credit with the English gentleman, who is to proceed with one of the Council from Bombay, to Ghereah, which person, belonging to the Mahratta government, is to have in his possession the proper sunnuds and orders, regarding the delivery of Bancote and its villages; and when the Mahratta people and colours are got into Ghereah, and the English ready to go out, he is to deliver directly the said sunnuds and orders, for Fort Victoria (or Bancote) and its several villages, to the English Counsellor, and then return with that gentleman to Bancote directly, to see Nannah's orders are effectually executed, in regard to the villages.

Article 17.

These articles being concluded, and agreed upon by both parties, they are to act conformable thereto; in consequence of which all disputes are to subside, and no claims are to be made by the Mahratta government on the Honourable Company, to the date of these presents.

Article 18.

All treaties hitherto made between the Mahratta government and English, are to be observed, and maintained inviolable by both parties, agreeable to the tenor of them.

The foregoing articles being agreed to by us, and accepted of by us, we do, in confirmation thereof, affix to these presents the seal of the Honourable United English East India Company, and do attest the same with our own proper names, in Poonah, the day and year above written.

(Signed) THOMAS BYFELD.
 „ JOHN SPENCER.

In 1759 Ahmed Shah made his fourth invasion of India. He drove the Mahrattas out of the Punjaub, and, crossing the Jumna near Seharunpore, defeated Holkar and Dutta Scindiah. During these reverses Ragoba was in the Deccan. His military operations in Hindoostan had been productive of much glory, but less profit than the Mahrattas expected. He exchanged the command of Hindoostan for that of the Deccan, with Sedasheo Rao Bhao.

Sedasheo took and plundered Delhi; and so complete was the Mahratta ascendancy at that period, that he proposed to proclaim Wiswas Rao, the Peishwa's eldest son, who had accompanied him, Emperor of India; and was only prevailed on to postpone his design, until he had driven the Duranees across the Indus.

On the 6th of January following, (1761) was fought the battle of Paniput, where the Mahrattas were completely defeated by Ahmed Shah; Sedasheo Bhao and Wiswas Rao both fell, and the power of the Mahratta nation received a blow from which it never effectually recovered. The Peishwa, Balajee Nanah, did not long survive the intelligence of this disaster.

From the death of Balajee, the power of the Peishwa declined; and as the vigour of the central power relaxed, the governors of the remoter provinces asserted independence.

Most of the Mahratta conquests, relinquished after the battle of Paniput, were subsequently re-conquered on their own account, by independent Mahratta chiefs.

Balajee was succeeded by his second son, Madhoo Rao, and as he was a minor, his uncle Ragoba was appointed Regent during his non-age.

In 1760 Ramajee Punt, the Subadar of the Concan, aided by a corps of Portuguese, attacked the Sciddee of Jinjeera. The Sciddee being an ally of the English, they espoused his cause. Ragoba was desirous of putting an end to this difference, and deputed an agent for the purpose to Bombay, when the following Agreement was made:

No. CXXII.

ARTICLES OF AGREEMENT made with SEURAM PUNT TATIAH, in behalf of MADARAO BALAJEE, SON OF BALAJEE BADJEEROW, PUNDIT PUNT PURDAN, dated the 14th of September, 1761.

Article 1.

That such of the Mahratta officers who have presumed to stop any pattamars, and obstructed the business of the English, by any impediments whatever, shall be severely punished for such their offences; and to prevent the like happening again, in future, strict orders shall be issued immediately for that purpose, which if not found sufficient to answer that end, the English are to acquaint Madarao thereof; and if redress is not obtained in reasonable time, if the English then take satisfaction of such offenders, in whatever manner may by them be thought proper, it is not to be deemed a breach of friendship between the two governments.

Article 2.

That ample satisfaction shall be made within two months from the date hereof, to all merchants trading under the Honourable Company's protection, who have suffered in their property by any unjust or illegal actions of the Maratta officers or subjects, in any place, shape or manner whatever; and rigid orders issued, that all assistance be afforded in future, to any vessel or vessels in distress, having English colours or passes, without subjecting the owners or proprietors thereof to any impediments, under the pretence of their being wrecks, from the splitting of a sail, the breaking of their masts or yards, and such trifling misfortunes; whereas, no vessels are to be deemed wrecks, but such as are drove ashore, and there break to pieces by stress of weather; when the Mahratta officer and the people of the vessels are to join in saving all that is possible, which must be lodged in secure warehouses, and then one-half of what is so saved shall belong to Madarao, and the other half to the owners.

Article 3.

That all Europeans and Natives, either soldiers, seamen, or others, in His Britannic Majesty's or the Honourable Company's pay, who may hereafter desert from Bombay, shall be immediately secured, and returned to the nearest English settlement, to such place where they may be apprehended upon landing in any part of the Mahratta country; the Governor having promised all such free pardon, and to pay any reasonable charges that may be incurred on the

PEISHWA.

occasion. In like manner shall be delivered up all deserters in the English pay from Surat, on their being known, or immediately on receiving notice of them, within the Mahratta limits, it not being in their power to speak more positively with respect to those of Surat, as the country thereabouts is open, and numbers go through it without being known. It is also agreed, that whatever people, (Europeans of all nations excepted,) who are in the service of Madarao, and may desert therefrom to the English, shall be delivered up on the same terms and conditions.

Article 4.

That proper people shall be forthwith dispatched for restoring the whole jurisdiction and territories of Rajahpore to the Sciddees of Jinjeera in the same condition and manner, as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Mahratta officers or subjects.

Article 5.

That all prisoners taken by the Mahrattas or Sciddees, subjects of either government, and now in their possession, shall be sent to Bombay within one month from the signing of these articles, and mutually restored by the Governor to their freedom; and all hostilities between the Mahrattas and Sciddees shall cease from this time.

Lastly, that proper orders shall be instantly dispatched to all the Mahratta officers, requiring them to show a due obedience to these articles, which are to be confirmed under Madarao's seal, and transmitted to Bombay with all possible expedition after the signing and sealing thereof; when a counterpart of the same is to be executed by the Governor, and transmitted to Poonah.

In confirmation of all which, I, Govind Seuram Punt Tatiah, have to this instrument interchangeably set my hand and seal, (in behalf of Madarao Balajee Pundit aforesaid,) at Bombay, the 14th of September, 1761.

An Additional Article.

As to what relates to the restoration of Undery Fort, and the country appertaining thereto, is submitted to Madarao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written.

A protracted struggle for power shortly arose between the uncle and nephew, which ended in Ragoba's deprivation of authority and confinement.

In 1772 Madhoo Rao died. Being, from the nature of his disease, aware of his approaching dissolution, he sent for Ragoba, and his brother and successor, Narain Rao, and conjured them to befriend each other.

Narain Rao, the new Peishwa, and his uncle continued for some time in apparent amity; but discord soon arose, and Ragoba was again placed under restraint. Within a year of his accession the young prince was murdered. At a subsequent period the ministerial party and Ragoba mutually charged each other with this crime. However, Ragoba was proclaimed Peishwa. His government was offensive to the ministerial party, with whom he was carrying on a hostile conflict, when the widow of the murdered Narain gave birth to a son. This child was formally installed ■ Peishwa by the confederacy opposed to Ragoba, who maintained his illegitimacy.

In this state of affairs, Ragoba applied to the government of Bombay for military assistance.

The Court of Directors had long and urgently impressed on that government, the importance of obtaining possession of Salsette, and the opportunity seemed favourable for the attainment of that object. Negotiations were accordingly opened with Ragoba, by the Bombay government, by whom he was recognized ■ the rightful Peishwa.

Pending these negotiations, intelligence arrived that the Portuguese were fitting out an expedition at Goa for the recovery of Salsette and Bassein. To prevent their falling into the hands of their European rivals, the Bombay government took immediate possession of them, informing Ragoba that the measure was merely precautionary, and not intended to affect his rights.

This event did not interrupt the negotiations, but ere they had been brought to ■ close, Ragoba sustained another defeat, after which he retired to Surat, where the following Treaty was concluded:

TREATY with RAGOBH, 1775.



Seal
of the
Company.

Articles of Agreement and Treaty between the Honourable William Hornby, Esq., President and Governor, &c., Council of Bombay, and of all its dependencies, on the part and behalf of the Honourable United English East India Company, on the one part, and Ragobath Row Bellajee Peshwa, on the other part. Dated the 6th day of March, in the year of Our Lord, 1775, or the third day of the month Mohurram, and year 1189 (Hegira) Mahometan style or the — day of the month — and year 1179, Gentoo style.

Article 1.

The treaty concluded between the government of Bombay and Bajerow Pundit Purdan, or first minister of his serene Highness the Sou Rajah, dated July 1739, or 1140 of the Gentoo style; and that concluded on the part of this government with Ballajee Bajerow Purdan, dated 12th October, 1756, or of the Mahomedan style, 17th of Mohurram 1170, are hereby ratified and confirmed, in their fullest extent according to the full and true intent and meaning of them, in the same full and ample manner, and in the same light, in which they have hitherto been ever understood.

Article 2.

All other agreements subsisting between this government of Bombay and that of the Mahrattas, are hereby ratified and confirmed; and after the re-establishment of Ragobah in the government of the Mahratta dominions, peace and tranquillity shall subsist between this government in behalf of the Honourable Company and the Mahratta government.

Article 3.

Ragobah, on his part, and on the part of the Mahratta government, engages from this day forward never, on any pretence, or in any manner, to assist the enemies of the Honourable Company, in any part whatever of their dominions in India; and the Honourable the Governor and Council of Bombay do, in the like manner, engage never to assist the enemies of Ragobah.

Article 4.

The Honourable the President and Council of Bombay, in behalf of the Honourable Company, and in consideration of the undermentioned grants and cessions made by Ragobah to the Company, do hereby engage and agree, so soon as possible after these articles of agreement and treaty are fully ratified, executed, and confirmed, on the part of Ragobah, to assist him with a strong body of forces, with proper guns and warlike stores, ■ ■ field train of artillery, which are to join his army, and act in conjunction with his forces against his enemies, the ministerial party. In the said body of forces no less than seven hundred (700) Europeans; and the whole shall not be less in number than two thousand five hundred men, but at present only five hundred (500) Europeans, and one thousand (1,000) Sepoys and lascars, with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards.

Article 5.

In consideration of such effectual assistance on the part of the Honourable Company, Ragobah, ■ Peshwa, and as Supreme Governor in the whole Mahratta empire, doth hereby engage, on his part, to cede and make over to the Honourable Company, for ever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them, in the

PEISHWA.

most full, ample, and effectual manner; and he doth, with these presents, deliver the necessary sunnuds, granting, in the fullest manner, all the present and future full right and title of the Mahratta government to them; and in case of the loss, at any time, of the sunnuds now delivered, these presents are, at all times, to be considered as such, and of full and equal validity with any sunnud whatever. Bassein and the whole of its dependencies, in its fullest extent, and all rents and revenues thereunto belonging, together with the Fort or Forts, and every thing belonging to the Poonah government, in them.

Salsette, the whole and entire island, with all the revenues of the different places annexed to it, ■ collected by Anunt Row and Ramajee Punt.

Jamboeer and Orpad, with the whole of their dependencies, in their full extent, together with every thing belonging to the Poonah government in those pergunnahs.

The four following islands adjacent to Bombay, with every thing belonging to the Poonah government therein; viz. Caranja, Canary, Elephanta, and Hog island.

Article 6.

Ragobah also engages immediately to procure from the Guicowars ■ grant to the Company, for ever, with all the necessary sunnuds, of their share in the revenues collected by the Guicowars in the town and pergunnahs of Baroach.

Article 7.

The Honourable Company are to be considered as the sole lords and proprietors, from the day of the signing of this treaty, of all and every of the places ceded by the two last articles, in the like manner as the Poonah government, or the Guicowar government, were before considered; and are accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue which the Poonah government, or the Guicowar government, before exercised or received.

Article 8.

Ragobah also engages faithfully to make good to the Company, for ever, the sum of seventy-five thousand (75,000) rupees annually, from his share of the revenues of Oclaseer, which sum is to be paid by his Pundit, in two different payments, at stated periods.

Article 9.

Ragobah engages to pay, in full for the charges and expences of the body of forces with which he is to be assisted, consisting of 2,500 men, the sum of one hundred and fifty thousand rupees (1,50,000) monthly, and every month, which the Honourable the Governor and Council agree to accept, without further account, and is to commence the day the forces leave Bombay; but as the whole number of forces will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly; and as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon ■ possible, he assigns by these presents the revenues of the following places; viz.

Oclaseer, his remaining share, after deducting what is before, by these presents, ceded to the Honourable Company.

Ahmood, and all its districts.

Hansoot, and all its districts.

Versaul, and all its districts.

But it is hereby declared, that the revenues of these places belong to the Honourable Company no longer than till the amount of the monthly stipend, that may be due for the expences of the Company's forces, is fully discharged, when all further demands on these four places are to be relinquished; and in this light the Honourable the Governor and Council declare they accept those four pergunnahs.

Article 10.

As it has been mutually agreed, during the course of this negociation, that the sum of six lacks of rupees should be deposited by Ragobah with the Agents of the Honourable Company, to be accounted for at the expiration of the service intended to be performed against his enemies, the ministerial party, and Ragobah,

finding it at this time totally impossible for him to raise the sum to be deposited; though still equally willing to do it, was it in his power, the contracting parties have mutually agreed to settle this point as follows: That Ragobah shall immediately deposit with the Company's Agents at Surat, to the full value of six lacks of rupees, in jewels, to remain in the Honourable Company's possession till redeemed, which must be done as soon as Ragobah's affairs will possibly admit. All this Ragobah faithfully and firmly engages to perform, and the Honourable Company to accept.

Article 11.

In case of opposition from any person or persons whatever, to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Ragobah doth engage to pay the expence that will be incurred by their gaining possession; to use effectual means to put them in possession; well as to secure them, for ever, in the quiet possession of all the revenues and places now ceded to the Honourable Company.

Article 12.

Should Ragobah make peace with his enemies, the ministers, he firmly and faithfully engages, that the English East India Company shall be included in it to their satisfaction.

Article 13.

Ragobah doth also engage never to molest the dominions of the Honourable Company in Bengal. He further engages not to make war, or commit any depredations in the Carnatic, so long as the last treaty subsisting between the two governments is adhered to by the Nabob.

Article 14.

In case it should happen (which God forbid!) that any of the Company's ships or vessels, or the ships, vessels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Mahratta coast, every assistance shall be given by the government and inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable expences being paid by the owners.

Article 15.

All the places ceded for ever to the Company by this treaty, are to be considered their sole right and property, from the day this treaty is signed; and this treaty from that day is to be considered in full force, just as if the expected services were fully accomplished, whether Ragobah shall make peace with his enemies or not.

Article 16.

Immediately after the ratification of the foregoing articles, and after the jewels to the full amount of six lacks of rupees, are deposited, and the security above-mentioned given for the payment of the monthly expences of the forces, so long as they continue with Ragobah, and till they return, all in the manner above-mentioned; the Governor and Council engage that the Company's forces, agreeable to what is mentioned in the body of this treaty, shall proceed from Bombay to join the army of Ragobah; and they trust, by the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poonah, in the government of the Mahratta empire.

The foregoing articles having been agreed to by the Honourable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honourable Company, and sign my own proper name thereto, in Surat, the day and year above written, and I do engage to procure a ratification of this treaty, under the seal of the Honourable Company, and under the hands and seals of the Honourable the President and Council of Bombay aforesaid, within thirty days after this date.

(Signed)

ROBERT GAMBIER.

PEISHWA.

We, the President and Council of Bombay aforesaid, having empowered Mr. Robert Gambier to execute a treaty with Ragonath Row Ballajee, Peshwa, in our behalf, on account of the Honourable Company, of the foregoing tenor, which he has accordingly done, of the date above-mentioned, and the [REDACTED] having been signed to, ratified, and confirmed by Ragonath Row Ballajee, Peshwa; and whereas, by the last article, it is covenanted and agreed, that a ratification of the said treaty shall be transmitted by us, under the seal of the Honourable Company, and under our proper hands and seals, within one month from the above date; these therefore are to certify, that we hereby ratify and confirm the foregoing treaty in all and every part. In testimony whereof, [REDACTED] have caused the seal of the aforesaid Honourable Company to be hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March in the year of our Lord 1775.

(Signed) WILLIAM HORNBY.

L. S.

" DANIEL DRAPER.

L. S.

" THOMAS MOSTYN.

L. S.

" BRICE FLETCHER.

L. S.

" WILLIAM TAYLER.

L. S.

By order of the Honourable William Hornby, Esq. President and Governor, &c. Council of His Majesty's Castle and island of Bombay, and of all Forts, factories, territories, forces, and affairs of the Honourable English East India Company, on the west side of India, and on the coasts of Persia and Arabia.

(Signed) GEORGE SKIPP,
Secretary.

List of Sunnuds for the undermentioned places given by Ragobah Bajerow Purdan to the Honourable Company.

2 Sunnuds for Bassein.
2 Ditto - - Salsette.
1 Ditto - - Orpad.
1 Ditto - - Jamboseer.
1 Ditto - - Baroach.
1 Ditto - - Caranja.
1 Ditto - - Elephanta.
1 Ditto - - Canary.
1 Ditto - - Balsar.
■ Ditto - - Oclaseer.
1 Ditto - - Hansoot.
2 Ditto - - Ahmood.

16 Sunnuds.

Translate of five Sunnuds from Ragobah, for Bassein, Salsette, Orpad, Jamboseer, and Baroach, all included under No. 1.

To the Desmook and Despondy, or to the Pundit and Amaldars under him.
I, Ragobah Bajerow Purdan, having sent for a force from the Company for my assistance, in consequence of which I have discharged the former govern-

ment from the said pergunnah, and delivered the said government to the English Company: therefore you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

Dated Zil-hitch the 11th, 1165.

Translate of five Sunnuds from Ragobah, for Bassein, Salsette, Caranja, Elephanta and Canary, all included under No. 2.

To the Havildar and all managers of business.

Ragobah Bajerow Purdan, his compliments, acquainting them, that the castles of all these places have been given to the Company; you are therefore to deliver them the charge thereof, and obtain a receipt for them.

Dated the 11th Zil-hitch, 1165.

Translate of four Sunnuds from Ragobah, for Oclaseer, Hansoot, Balsar, and Harmood, all included under No. 3.

To the Government or Amaldars.

After compliments.

That I, Ragobah Bajerow Purdan, for and in consideration of the forces the Company have given me for my assistance, have agreed to pay the sum of 1,50,000 rupees every month; therefore you are to pay them the revenues of your place, and take the receipt for what you pay them; and the same is to continue till their demand is discharged.

Dated the 11th Zil-hitch, 1165.

Translate of a Sunnud from Ragobah, for Oclaseer, included under No. 4.

To the Government or Pundit of Oclaseer.

After compliments.

That Ragobah Bajerow do command you to pay out of the revenues of your place, the sum of 75,000 rupees to the English Company annually, which is for the assistance they have given me.

Dated the 11th Zil-hitch, 1165.

Translate of a Sunnud from Ragobah, or Ahmood, included under No. 5.

To the Zemindar or Landholder of Ahmood.

That I, Ragobah Bajerow Purdan, do command you to pay the revenues of your place to the English Company, being on account of my agreement to pay them monthly, for the assistance they have given me, which is to continue till the whole of their demand is paid; and till which time your place will be ■ if mortgaged to them.

Dated the 11th Zil-hitch, 1165.

In accordance with the stipulations of the above Treaty, ■ English force under Colonel Keating, joined the army of Ragoba, near Cambay. Advantages, though not of ■ decided nature, were gained over the opposite or ministerial party. The supreme government highly disapproved of the treaty and connexion formed with Ragoba, and directed the withdrawal of our troops, and deputed Colonel Upton, as their agent to Poonah, to treat with the ministerial party, without the intervention of the Bombay government. The subjoined Treaty was the result:

No. CXXIV.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and the MAHRATTA STATE, 1776.

Poorundah, 1st day of March, 1776.

Whereas, differences have arisen amongst the Chiefs of the Mahratta State, and the Government of Bombay having taken a part therein, by sending forces into the Mahratta dominions, which the Honourable the Governor General

PEISHWA.

and Council of Fort William disapprove; and being desirous of conciliating these differences, have determined accordingly to enter into such measures as may most effectually contribute to a desirable end. They have, for this purpose, therefore, authorized, deputed, and given full powers unto Lieutenant-Colonel John Upton, in the service of the Honourable the English East India Company, to conclude a peace between the government of Bombay and the Mahratta State. And Colonel Upton having accordingly arrived at Poorundah, has concluded a solid and firm peace, on the part of the English Company, with the ministers, Siccaram Pundit and Ballajee Pundit, on the part of the Peshwa, Row Pundit Purdhan, and all the Mahratta chiefs, and the following are the articles of convention which they have engaged into:

Article 1.

Peace shall be established and take place from this day, between the Honourable the English East India Company in general, and the government of Bombay in particular; and Row Pundit Purdhan, and his ministers, Siccaram Bapoo, and Ballajee Pundit, on the part of all the Mahrattas, and the following articles are to be observed inviolably by both parties.

Article 2.

The peace is to be forthwith proclaimed between the Honourable Company and the Mahratta State, at the presidency of Bombay, and at all its dependencies, at the head of the English troops encamped at Mandavie, and in every part of the Guzerat province, where there are British subjects. The Mahratta government will also order proclamations to be made throughout all their dominions.

Article 3.

The Peshwa, Row Pundit Purdhan, and his ministers, being desirous of having Salsette and the small islands, subdued by the English in this war, restored to them, do offer to give in exchange a country of three lacks of rupees, with its chout, &c. in the neighbourhood of Baroach. Colonel Upton having declared that he could not restore the said islands, it is therefore agreed that they shall remain as they now are, and that they shall write to the Honourable the Supreme Council of Fort William, and both parties engage to abide by their determination. If the Governor General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Mahrattas will then give up all right and title to the said islands; should the Governor General and Council of Calcutta restore Salsette with the said islands, the English will accordingly deliver them over to the Peshwa.

Article 4.

The Mahrattas do agree to give to the English Company, for ever, all right and title to their entire share of the city and pergunnah of Baroach, as full and complete as ever they collected from the Moguls, or otherwise, without retaining claim of chout, or any other demand whatever, so that the English Company shall possess it without participation or claim of any kind.

Article 5.

The Mahrattas do agree (by way of friendship) to give for ever to the English Company a country of three complete lacks of rupees, near or adjoining to Baroach, on which there is to be no claim of chout, or any other demand whatsoever. Two persons on the part of the Company, and two persons on the part of Row Pundit Purdhan, to proceed and determine the place and boundaries, when the Peshwa will give the sunnuds.

Article 6.

The Peshwa and ministers agree to pay to the Company twelve lacks of rupees, in part of the expences of the English army, in two payments; viz. six lacks within six months of the date of this treaty, and the other six lacks within two years of the same date.

Article 7.

The English do agree that every part of the Guzerat country, ceded to the Company by Ragonaut Row, or taken possession of by them, shall be forthwith restored, with all the Forts and towns thereunto belonging, except what is settled by this treaty. The country ceded to the English by Seajee, or Futtu Sing Guicowar, shall also be restored, when it is proved by their letters, and copies of the sunnuds granted by the former Peshwas, now in their (the Guicowars') hands, that they do not possess power or authority to make such cessions. The pergunnahs of Chickley and Coral, with the town of Veriow, three villages of the pergunnah of Chureassy, and the village of Batta Gang, are to continue as pledges in the possession of the English, till the sunnuds for the country of three lacks are made over. All treaties and agreements subsisting between the English and Ragonaut Row are hereby annulled; and those of Seajee and Futtu Sing Guicowars, are to be also annulled, when the above-mentioned proofs are produced; and these treaties are to be destroyed in the presence of the Peshwa's ministers, when they come to hand.

Article 8.

The English do agree that the troops from the presidency of Bombay are to be marched immediately into their own garrisons and districts.

Article 9.

It is agreed, that Ragonaut Row is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate within the same time; and proclamation is to be made by the Mahratta government, granting a full pardon to all adherents and followers, and all such as have been in arms with Ragonaut Row, the four following excepted, viz., Abajee Mahadu, Noorcawn Gardie, Toola Rutmutgar, and Kurrig Sing chokydar, who, for crimes and misdemeanours committed against the State, are for ever banished the Mahratta dominions.

Article 10.

If Ragonaut Row refuses to disband his army, the English are to withdraw their forces and are not to assist him.

Article 11.

The conditions of the ninth article being complied with, the Peshwa and ministers then consent to establish a household for Ragonaut Row, consisting of one thousand horse and some foot, who are to be paid and relieved at the pleasure of government, but to obey all legal orders given them by Ragonaut Row, also two hundred domestics to be chosen by Ragonaut Row, and paid by government. They will also cause to be paid to Ragonaut Row, to defray his other expences, three lacks of rupees per annum, by monthly payments, at the rate of twenty-five thousand rupees per month; conditionally that he resides at Cooper Gang, on the banks of the Gungha Gudoury. If, at any time, he may want to change his place of residence, application is to be made to the Peshwa, without whose permission such a change is not to take place; and he is not to cause any disturbance, or carry on improper correspondence with any person.

Article 12.

It is agreed, that no assistance is to be given by the English to Ragonaut Row, or to any subject or servant of the Peshwa's that shall cause disturbances or rebellion in the Mahratta dominions.

Article 13.

The Peshwa Row Pundit Purdhan and his ministers, do declare, that the chout of Bengal and its dependencies has, for time out of mind, been part of the jaghire of the Bounsello, they therefore cannot withdraw it; but if the said Bounsello or any of his descendants or successors, or any other person, cause disturbances by claiming or demanding the chout on Bengal or its dependencies, they do engage never to assist them themselves, or permit any Mahratta Chief, dependent on them or the Rajahship, to give them any assistance.

PEISHWA.

Article 14.

It is agreed, that in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection, on any part of the Mahratta coast, every assistance shall be given by that government and the inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner, the English Company engage their assistance, should any Mahratta ships or vessels be shipwrecked on any of their coasts.

Article 15.

The treaties between the government of Bombay and the Mahrattas, dated July, 1739, and 12th October, 1756, are to be held and continued in as full force, as when they were first entered into; unless any article or articles of either of them should, in other manner, be provided for by this treaty; in such case, such article or articles are to be rejected, and those of this treaty abided by.

Article 16.

All other treaties or agreements subsisting between the government of Bombay and the Mahratta government, not having undergone alteration, or otherwise provided for by this treaty, are to be held and continued in as full force as when they were first entered upon.

Article 17.

It is agreed, that if Ragonaut Row has lodged any jewels belonging to the Peshwa Row Pundit Purdhan, in the hands of the English, they are to be restored on the obligation being complied with for which they were lodged.

Article 18.

The Honourable the English Company shall be considered as the sole lords and proprietors of all the places ceded by this treaty, from the dates of the respective sunnuds or grants, and are therein, accordingly, to exercise their own laws and authorities. And the Mahrattas are not to cause any disturbance in any of the ceded countries, nor shall the English occasion any disturbance in the Mahratta dominions.

Article 19.

In the places hereby ceded to the Honourable Company, and in all the places restored to the Mahratta government by the English, it is agreed that both parties shall commence to collect the revenues thereof from the day on which they are delivered, and no demand of collection for any past time shall be made.

Article 20.

A copy of this treaty, under the seal of Colonel Upton, shall remain with the ministers of the Mahratta government, and a copy shall be sent to Calcutta, to be signed and sealed by the Honourable the Governor-General and Members of the Supreme Council of Fort William, and afterwards given to the Peshwa.

(Signed) - J. UPTON.

(A translation.)

(Signed) AR. M'PHERSON,
Persian Interpreter.

The signature of Ballajee Pundit.

The signature of Siccarem Pundit.

(Here it is dated.)

Received the following letter from Colonel Upton.

Gentlemen,

It has been agreed between the Governor-General and the Peshwa, and his ministers, that the following alterations and clause should be made in the treaty. This has been accordingly done, and the treaty finally signed and made over by both parties.

I have the honour to be, &c.,

Poorundah, 26th May, 1776.

(Signed) J. UPTON.

The 13th and 17th articles are omitted entirely; the 14th article therefore becomes the 13th, and so on, and the 18th article becomes the 16th and so on.

The concluding words of the 7th article, "and these treaties are to be destroyed in the presence of the Peshwa's ministers, when they come to hand," are also omitted.

Additional Clause.

Whereas, it is declared by the third article of the foregoing treaty that "the Peshwa Row Pundit Purdhan and his ministers, being desirous of having Salsette and the small islands subdued by the English in the late war, restored to them, do offer to give in exchange a country of three lacks of rupees, with its chout, &c., in the neighbourhood of Baroach," and further, that "if the Governor-General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the said Peshwa Row Pundit Purdhan, his and ministers, will then give up all right and title to the said islands."

The said Governor-General and Council hereby declare their intention and resolution not to relinquish the said islands of Salsette, Caranja, Elephanta, and Hog, or to accept the territory offered in exchange for those islands; and the said islands are accordingly to remain for ever in the possession of the English, by virtue of the present treaty.

(Signed) J. UPTON.

Poorunder, 22d May, 1776.

The conditions of the foregoing Treaty were never fulfilled. Two parties were formed in the Poonah ministry, one headed by Moraba, and the other by Nanah Furnavese. The former was supported by Takojee Holkar, and the latter by Madajee Scindiah; both these Chiefs being with their armies at Poonah. Moraba and his party were disposed to place Ragoba in the government as Regent; Nanah professed a nearly similar desire, but his avowed intention of employing the French, alarmed the Supreme Government, who now authorized that of Bombay to aid Ragoba with a military force, in the attainment of the Regency, on certain conditions; and a reinforcement of about five thousand Bengal troops, under Colonel Leslie, was sent from Hindoostan to the Bombay Presidency.

Under the authority thus conveyed by the Supreme Government, the President in Council appointed a Committee, to superintend Poonah affairs, fitted out an expedition, and entered into the following Agreement with Ragoba:

No. CXXV.

TREATY with RAGOBAN, 1778.



(Signed) EDWARD RAVENSCROFT,
Secretary to the Select Committee.

Articles of Agreement and Treaty between the Honourable William Hornby Esq. President and Governor, and the Select Committee of Bombay, on the part and behalf of the Honourable United English East India Company, on the one part, and Ragonath Row Badjerow Purdhan, on the other part. Done and concluded at Bombay, this 24th day of November, in the year of Our Lord 1778, and on the 3rd day of Jeelcud Sookhursun Tissah Subein Miahwa-Alluff, or year 1179, Mahometan style; or according to the Gentoo Æra, the 5th day of Marguasheir Sood, in the year Vellamly, or 1700.

Article 1.

The treaty concluded by Colonel Upton with Siccaram Pundit and Ballajee Pundit, ministers in behalf of the Peshwa, and the Mahratta state, having been violated by those ministers in almost every article, the Governor and Select Committee of Bombay, with the sanction and concurrence of the Governor General and Council, do hereby engage and agree, in behalf of the aforesaid Honourable Company, to assist Ragonath Row Badjerow Purdhan, to the utmost of their power, to put him in possession of Poonah, and to place him in the

PEISHWA.

regency of the Mahratta empire, during the minority of Madarow Narrain, the infant Peshwa; hereby declaring that the true intent and meaning of this treaty is not to alter the form of government, nor to interrupt the peace between the Honourable Company and the Mahratta State, but only to remove the administration out of the present improper hands, and to place in the regency the person who has the justest title to that office.

Article 2.

Ragonath Row Badjerow Purdhan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peshwa, Madarow Narrain, in whose name he further engages to continue the sicca and conduct the government. But Ragonath Row Badjerow Purdhan, having expressed his doubts of the legitimacy of the Peshwa Madarow Narrain, the Governor and Select Committee of Bombay do hereby engage, on Ragonath Badjerow Purdhan his strong solicitation, to request explicit orders from the Company, whether, in case he should prove to their satisfaction, that the child is supposititious, they will place him in the Peshwaship, which on such proof, will be his unquestionable right; and whether, in case the child should prove to be really the son of Naron Row, they will guarantee him an equal division of the government and country, on the Peshwa's attaining to the age of seventeen, agreeable to what Ragonath Row Badjerow Purdhan says he is entitled to by his birthright, according to the Gentoo law.

Article 3.

The Governor and Select Committee of Bombay do hereby stipulate, and Ragonath Row Badjerow Purdhan, for their satisfaction, and that his upright intentions may appear manifest, does hereby engage and agree, that the person of the Peshwa, Madarow Narrain, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Perwettybhoy, if she will undertake the charge; and in such case the Matchy of Poorunder, where the child is kept, must be guarded with a party of the Company's troops, and Ragonath Row Badjerow Purdhan may keep a chowkey on the outside of the gate, to see that no improper persons be admitted; but no person whatever must have admittance to the child's presence without the permission of Perwettybhoy. In case Perwettybhoy should refuse to undertake the charge, the child shall be put under the care of any of his relations, on the mother's side; but should all these decline the trust, the child shall then be disposed of in such manner as may be deemed most advisable for his security, and for the honour of the contracting parties.

Article 4.

Moraba Furneese, Butcheeba Pronder, and Tookajee Holkar, having invited Ragonath Row Badjerow Purdhan to take upon himself the government as Regent, and promised their assistance, Ragonath Row Badjerow Purdhan doth hereby engage, upon condition of their performing their promises to him, and the Select Committee's satisfaction, and behaving like faithful obedient servants, that he will show favour to them according to their ranks and services in settling the offices of government, and that their persons and fortunes shall be unmolested.

Article 5.

The Governor and Select Committee engage not to interfere in the appointment or nomination of the officers to the Forts, army, artillery, or revenues, or in the management of the government, provided nothing be done in breach of any of the articles of the present treaty. Ragonath Row Badjerow Purdhan, on his part, faithfully promising to observe the terms mentioned in the circular letter, with respect to the personal safety of those whom he may be of opinion have injured him.

Article 6.

In consideration of the assistance to be afforded by the Honourable Company, for placing Ragonath Row Badjerow Purdhan in the Regency at Poonah, Ragonath Row Badjerow Purdhan doth hereby engage to confirm and ratify the former

treaty concluded with him at Surat, the 6th March, 1775, and to cede and make over to the Honourable Company, for ever, the several places and territories granted by the said treaty, which was restored by the treaty of Poorunder, and Bassein, and its districts, and the island of Kennery, which were not put in possession of the Company. The several acquisitions which will devolve to the Honourable Company by virtue of this article are as follows:

Bassein, Fort and town, and the whole of its districts and dependencies, in their fullest extent, according to the just and fixed boundaries of that province.

Jambooseer and Orpad, in the same full and ample manner as ceded by the treaty of Surat.

The island of Kennery.

An assignment upon the pergunnah of Oclaseer, for the sum of 75,000 rupees per annum, ■ settled by the eighth article of the treaty of Surat.

There being also some small places known by the name of the Autgoms, always annexed, and actually making ■ part of the district of Salsette, which have been withheld from the Company by the Poonah ministers, Ragonath Row Badjerow Purdhan doth hereby engage and agree, that the said Autgoms shall be ceded to the Honourable Company: but although the Governor and Select Committee have ever understood that the Autgoms made ■ part of the district of Salsette, yet if the contrary should be made plainly to appear, they will give up their claim.

Article 7.

In addition to the several grants and cessions herien above specified, Ragonath Row Badjerow Purdhan doth hereby engage and promise to cede and make over for ever, the pergunnahs of Ahmood and Hansoot; which grants are to be considered as an instance of his good will and affection to the Honourable Company, the conditions upon which they were formerly granted, not having, as he declares, been fulfilled.

Article 8.

All the places herein ceded to the Honourable Company are to be considered as their sole right and property, from the day this treaty is executed, without any claim of chout to the Mahratta government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper ■ for which purpose Ragonath Row Badjerow Purdhan doth, with these presents, deliver the necessary orders to the Mahratta officers to surrender the said places. Ragonath Row Badjerow Purdhan doth further promise and engage, that immediately after his taking charge of the Regency of Poonah, he will execute and deliver to the government of Bombay regular sunnuds, under the Peshwa's sicca, for the several cessions granted to the Honourable Company by this treaty.

Article 9.

Ragonath Row Badjerow Purdhan engages to pay and make good the charges and expences of the army and stores, with which he is now to be assisted; which he hereby faithfully promises to make good in ready money, as soon as the situation of his affairs will possibly permit: and for the further security of the Honourable Company, he, by these presents, assigns over the pergunnah of Versaul, and the remainder of Oclaseer, the revenues of which are to be collected by his Aumildars and paid to the Honourable Company, till the amount due for the expences of the army is fully discharged; but in case of failure herein, these pergunnahs are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged, when all right and title thereto on the part of the Honourable Company will be relinquished; or if Ragonath Row Badjerow Purdhan regularly paid the monthly sum stipulated in the next article, the Honourable Company will not interfere with the said pergunnahs.

Article 10.

Ragonath Row Badjerow Purdhan engages to pay in full for the body of forces, consisting of four thousand men, with which he is to be assisted, the sum of two lacks and ■ half of rupees per month, which the Governor and Select

PEISH WA.

Committee of Bombay agree to accept, without further account, in full of every expence attending the army ; and is to commence from the day the forces leave Bombay.

Article 11.

Ragonath Row Badjerow Purdhan faithfully promises and engages to discharge his present debt to the Company, ■ soon as the state of his finances will admit, agreeable to an account which will be delivered to him.

Article 12.

The English forces are to continue with Ragonath Row Badjerow Purdhan until the object of this treaty is accomplished, which is to place him in the Regency at Poonah ; and when that is effected, they are to be at liberty to return to Bombay. The Company will be at all times ready to assist Ragonath Row Badjerow Purdhan with their forces, so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

Article 13.

The several treaties and agreements subsisting between the government of Bombay and the Mahratta government, are hereby ratified and confirmed, and shall be held and continued in as full force ■ when they were first concluded, unless otherwise provided for in this treaty.

Article 14.

After the establishment of Ragonath Row Badjerow Purdhan in the Regency at Poonah, there shall be a firm peace and alliance between the Honourable Company and the Mahratta government. Ragonath Row Badjerow Purdhan engages never to assist the enemies, or molest the dominions, of the Company in any part of India, nor to make war, or commit depredations in the Carnatic, or in any other part of the dominions of their ally, the Nabob of Arcot. The Governor and Select Committee of Bombay, in like manner, engage, in behalf of the Honourable Company, not to assist the enemies of Ragonath Row Badjerow Purdhan.

Article 15.

Ragonath Row Badjerow Purdhan hereby engages and agrees that no European settlements shall be allowed to be made on the maritime coasts, or in any other part of the Mahratta dominions, without the consent of the Company or of their representatives being previously obtained ; and that no manner of intercourse or connections shall be maintained between the Mahratta government and the French nation ; any failure in which stipulation will be considered ■ a breach of the alliance between the Mahratta government and the Honourable Company.

Article 16.

■ Ragonath Row Badjerow Purdhan doth hereby stipulate and engage, that the English shall enjoy all their former privileges and freedom of trade in the Mahratta dominions without interruption ; and he further engages to give all possible encouragement to the Honourable Company's trade, and to promote, as far as he can, ■ exclusive vend to the English for European commodities in the Mahratta dominions ; but the Honourable Company will make no settlement therein, without permission from Ragonath Row Badjerow Purdhan.

Article 17.

If any article of the present treaty should interfere with any engagement formed by the Governor General and Council, not yet known to the Governor and Select Committee of Bombay, such article may be liable to be altered or amended as may be necessary.

The foregoing articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honourable Company, and Ragonath Badjerow Purdhan, the contracting parties have interchangeably affixed their hands and seals, and the seal of the Honourable Company, in Bombay Castle, the day and year above written.

(Signed)

”
”

WILLIAM HORNBY.
JOHN CARNAC.
DANIEL DRAPER.

In the mean time Nana Furnavese had, by the aid of Scindiah, gained an entire ascendancy at Poonah, and confined his rival, Moraba. PEISHWA.

Without waiting for the Bengal troops, then on the Nerbudda, under Colonel Goddard, who had succeeded Colonel Leslie, the Bombay government despatched a force under Colonel Egerton, to conduct Ragoba to Poonah and invest him with the Regency.

The British force advanced with little opposition, until it reached Telligaum, about sixteen miles from Poonah. Here it was opposed, by the whole of the Mahratta army, and fell back upon Wargaum, where the following Convention was entered into on the 16th January, 1779 :

No. CXXVI.

CONVENTION of WURGAON, 1799.

Translation of the Articles of Agreement between Seremunt Maderow Narrain Pundit Purdhan, on the one part, and the English Company, on the other part.

In the time of the late Seremunt Pundit Purdhan Mhadoo Row Bullol matters went on peaceably. Since then the English obtained possession of several places belonging to the Circar, such as the islands of Salsette and Ouran, Jambooseer and the mehals and pergunnah of Baroach, both belonging to the Circar and the Guicowar; and the English gave their aid to Ragonath Row Dada Saheb; upon which war having commenced, Colonel John Upton came from Calcutta with full powers, and made an agreement, and according to that agreement matters were to go on between the Company and the Mahratta Circar. But on the side of the English this agreement was not adhered to, they having given aid to Ragonath Row, and, making preparations for war, mounted the gauts, invaded the districts of the Mahratta Circar, and began to make hostilities; upon which the Circar also prepared for war. At the district of Wurgaon, near Indonny Tullagaon, Mr. John Carnac, and Colonel Charles Egerton, of the Select Committee of Bombay, being fully empowered, did depute Mr. Thomas Holmes and Mr. Farmer. Further, from the beginning there was a friendship between the Circar and the English, which being interrupted, Colonel John Upton made an agreement, according to which treaty matters did not proceed, and therefore that treaty is to be annihilated; and in the same manner, and on the same footing as the English and the Circar were in the time of the late Mhadoo Row, in that manner are they now to remain; the aid and cause of Ragoba to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Mahratta Circar. The islands of Salsette and Ouran, and the other islands and places, as Jambooseer and the Mahals of Baroach, formerly belonging to the Mahratta Circar and the Guicowar, such as Chickly, Veriaul, &c. were taken possession of: these we give up, and agree to go on and remain, as we were in the time of the late Peshwa, Mhadoo Row Bullol; upon which this agreement is made with the Circar. That in the time of the late Mhadoo Row Bullol Pundit Purdhan matters went on peaceably, and since then different places belonging to the Circar, such as the Islands of Salsette and Ouran, and other Islands, and farther, Jambooseer and other Mahals, and the mahals of Baroach, belonging to the Circar and to the Guicowar, the English got possession of: these must be delivered back to the Circar; and no aid or protection must, in future, be afforded to Ragonath Row or to any of the enemies of the Circar. In this manner do we faithfully promise to perform; and on the part of the Circar good faith is also to be observed. Ragonath Row Dada Saheb was with us: he, by his own consent, committed himself, with all his effects, to the care of Tookajee Holkar and Madajee Scindiah. The English army with us is now at Wurgaon: it must be permitted to proceed, with all its effects and appurtenances, to Bombay, and as security for this, on the part of the Circar, two persons will proceed belonging to each of these Sirdars, by name Nazo Gunish and Wissajee Samash Ballarow Govind and Rama Cawn, to conduct the army to Bombay; and for this purpose troops shall be sent with you, or not, as you please. The English army that is with us shall not offer any molestation to any person on the road. The Autrewede and Bundebund provinces and their Sirdars being always under the Circar, no damage is to be done to them: and the English army from Calcutta, having crossed the Nerbudda, is now at Hussingabad; it is not to be permitted to proceed forwards, but is to be sent back to Calcutta, and on the road no molestation is to be given

PEISHWA.

to any one. The before-mentioned agreement is formed by the mediation of Tookajee Holkar and Madajee Scindiah, and according to it, matters are in future to proceed without any kind of failure. This we pledge the English faith to observe, and the Circar is also to observe it. No aid or protection is to be afforded to the French.

Signed in the Mahratta camp, by

THOMAS HOLMES AND WILLIAM G. FARMER.

Signed in the English camp, by

JOHN CARNAC AND CHARLES EGERTON.

Agreement of John Carnac, Esq. Counsellor, and Colonel Egerton, an English Committee of Bombay, with Madajee Scindia.

That after falling out with the Circar of Maderow Narrain Pundit Purdhan, we, with an army came upon the gaut, and remained at Tullagaon, on which you ordered a fighting, and we both parties did fight, in which we were defeated, returned back, and encamped at Wurgaon with Dada Saheb. We could hardly reach Bombay with our army and stores, considering which we sent Messrs. Farmer and Holmes to you, desiring you would become between us, and get the Circar's and our treaty settled as before, and conduct us and the army to Bombay: on which you did suspend the war. You came between and got the Circar's and English treaty settled, and you promised to conduct us and the army to Bombay, without molestation from any body. You made our escape entirely; all which we took into our consideration, and were very glad. You are a principal officer and a well wisher to this government, which has induced us to keep a friendship with you. This came into our mind, and we were satisfied that you made us free from the Circar's and every body's molestation, and got the treaty settled as before, without any dispute from the Circar; therefore, we thought we should serve you, and for which reason have, of our free will and accord, agreed under the King's and Company's seal to deliver up to you the Fort of Baroach, with its government, in the same manner as the Mogul did hold it, which Fort is now in our possession, and which we have given you. We further agree that we will, on our arrival at Bombay, obtain the Governor's dustuck, under the King's seal, to the killedar of Baroach, and deliver the Fort and its country in the manner the Mogul did hold it up to you, under oath, no dispute shall arise in this. This we promise solemnly; and we have left Mr. Farmer and Mr. Charles Stewart with you, as hostages for the performance of this agreement. We will let no dispute arise. This we agree to in writing.

Wurgaon, near Tullagaon, 27th Julheze.

N.B. The above was translated by a native linguist, and is an exact copy thereof.

Sunday, 17th. This morning Mr. Farmer returned to the Mahratta Camp with Madajee Scindiah's vakeel, with the papers executed.

The Supreme Government alone had power to grant the terms contained in the above convention. Of this fact the Mahratta authorities were distinctly informed at the outset of the negotiations. Upon these grounds the convention was never ratified.

Colonel Goddard, though aware that, by the above convention, he was to return to Bengal, pushed on through the Mahratta territory and reached Surat in February 1779. He was raised to the rank of Brigadier, and vested with full powers to treat with the Mahrattas for the restoration of peace. The Vakeel of the Poonah Durbar declared that no peace would be made unless Salsette were given up. Hostilities were therefore determined on.

General Goddard concluded a treaty with the Guickwar, took Ahmedabad and Bassein, but was unable to bring the Mahrattas to a general action.

Ragoba had put himself in the hands of Scindiah after the affair of Telligaum, but shortly after he effected his escape and joined General Goddard. The only further interest taken in his behalf was, to secure him personal protection, and a provision for his subsistence.

After the occupation of Bassein, the state of the war with Hyder Ali, and the want of resources, compelled General Goddard to confine himself chiefly to a defensive line of operations. But the Fort of Gwalior, with some other places in that quarter, was captured by Captain Popham. Several fruitless efforts were made by the Supreme Government for

the restoration of peace, but on the 13th October, 1781, Madhajee Scindiah, who had left the Deccan to defend his own territories, concluded a separate treaty for himself, and having offered his friendly mediation with the Poonah Durbar, Mr. D. Anderson was deputed to his camp with full powers from the Governor General, Warren Hastings, and Scindiah having, *pro forma*, obtained corresponding powers from the Poonah government, the subjoined Treaty was concluded at Salbey :

PEISHWA.

No. CXXVII.

TREATY of PEACE with the MAHRATTAS.

The great
Seal of the
Peshwa.

Treaty of perpetual friendship and alliance between the Honourable the English East India Company, and the Peshwa Madhoo Row Pundit Purdhan, settled by Mr. David Anderson, on the part of the Honourable Company in virtue of the powers delegated to him for that purpose by the Honourable the Governor General and Council, appointed by the King and Parliament of Great Britain to direct and control all political affairs of the Honourable East India Company in India ; and by Maha Raja Subadar Madhoo Row Scindiah, as plenipotentiary on the part of the Peshwa Madhoo Row Pundit Purdhan, Ballajee Pundit, Nana Furnavese, and the whole of the chiefs of the Mahratta nation, agreeably to the following articles, which shall be ever binding on their heirs and successors, and the conditions of them to be invariably observed by both parties.

Article 1.

It is stipulated and agreed to between the Honourable the English East India Company and the Peshwa, through the mediation of Madhoo Row Scindia, that all countries, places, cities, and Forts, including Bassein, &c., which have been taken from the Peshwa, during the war that has arisen since the treaty settled by Colonel Upton and have come into the possession of the English, shall be delivered up to the Peshwa. The territories, Forts, cities, &c. to be restored, shall be delivered within the space of two months from the period when this treaty shall become complete, (as herein-after described) to such persons as the Peshwa, or his minister, Nana Furnavese, shall appoint.

Article 2.

It is agreed between the English Company and the Peshwa, that Salsette and three other islands, viz. Elephanta, Corranja, and Hog, which are included in the treaty of Colonel Upton, shall continue for ever in possession of the English. If any other islands have been taken in the course of the present war, they shall be delivered up to the Peshwa.

Article 3.

Whereas, it was stipulated in the fourth article of the treaty of Colonel Upton, "that the Peshwa and all the Chiefs of the Mahratta State do agree to give the English Company for ever all right and title to the city of Baroach, as full and complete as ever they collected from the Moguls or otherwise, without retaining any claim of chout or any other claim whatever ; so that the English Company shall possess it without participation or claim of any kind." This article is accordingly continued in full force and effect.

Article 4.

The Peshwa having formerly, in the treaty of Colonel Upton agreed, by way of friendship, to give up to the English a country of three lacks of rupees near Baroach, the English do now at the request of Madhoo Row Scindiah consent to relinquish their claim to the said country in favour of the Peshwa.

Article 5.

The country which Seeajee and Futtu Sing Guickwar gave to the English, and which is mentioned in the seventh article of the treaty of Colonel Upton, being

PEISHWA

therein left in a state of suspense; the English, with a view to obviate all future disputes, now agree that it shall be restored; and it is hereby settled that if the said country be a part of the established territory of the Guickwar, it shall be restored to the Guickwar; and if it shall be a part of the Peshwa's territories it shall be restored to the Peshwa.

Article 6.

The English engage that having allowed Ragonath Row a period of four months from the time when this treaty shall become complete, to fix on a place of residence, they will not after the expiration of the said period, afford him any support, protection or assistance, nor supply him with money for his expences: And the Peshwa on his part, engages that if Ragonath now will voluntarily and of his own accord, repair to Maha Raja Madheo Row Scindiah and quietly reside with him, the sum of 25,000 rupees per month shall be paid him for his maintenance, and no injury whatever shall be offered to him by the Peshwa, or any of his people.

Article 7.

The Honourable English East India Company and the Peshwa, being desirous that their respective allies shall be included in the peace: it is hereby mutually stipulated that each party shall make peace with the allies of the other, in the manner herein-after specified.

Article 8.

The territory which has long been the established jaghire of Seeajee Guickwar, and Futty Sing Guickwar, that is to say, whatever territory Futty Sing Guickwar possessed at the commencement of the present war, shall hereafter for ever remain on the usual footing in his possession; and the said Futty Sing shall, from the date of this treaty being complete, pay for the future, to the Peshwa, the tribute as usual, previous to the present war, and shall perform such services, and be subject to such obedience, as have long been established and customary. No claim shall be made on the said Futty Sing by the Peshwa, for the period that is past.

Article 9.

The Peshwa engages, that whereas the Nabob Hyder Ally Cawn having concluded a treaty with him, hath disturbed and taken possession of territories belonging to the English and their allies, he shall be made to relinquish them; and they shall be restored to the Company and the Nabob Mahomed Ally Cawn: All prisoners, that have been taken, on either side, during the war, shall be released; and Hyder Ally Cawn shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Ramzan in the year 1180, being the date of his treaty with the Peshwa; and the said territories shall be delivered over to the English and the Nabob Mahomed Ally Cawn, within six months after this treaty being complete. And the English, in such case, agree, that so long as Hyder Ally Cawn shall afterwards abstain from hostilities against them and their allies, and so long as he shall continue in friendship with the Peshwa, they will in no respect act hostilely towards him.

Article 10.

The Peshwa engages on his own behalf, as well as on behalf of his allies, the Nabob Nizam Ally Cawn, Ragojee Bousla Syna Saheb Subah, and the Nabob Hyder Ally Cawn, that they shall in every respect maintain peace towards the English and their allies, the Nabob Asoph-ul-Dowlah Behauder, and the Nabob Mahomed Ally Cawn Behauder, and shall, in no respect whatever, give them any disturbance. The English engage, on their own behalf, as well as on behalf of their allies, the Nabob Asoph-ul-Dowlah, and the Nabob Mahomed Ally Cawn, that they shall in every respect maintain peace towards the Peshwa, and his allies the Nabob Nizam Ally Cawn, and Ragojee Bousla Syna Saheb: And the English further engage on their own behalf, as well as on behalf of their allies, that they will maintain peace also towards the Nabob Hyder Ally Cawn; under the conditions specified in the 9th article of this treaty.

Article 11.

PEISHWA.

The Honourable East India Company and the Peshwa mutually agree, that the vessels of each shall afford no disturbance to the navigation of the vessels of the other: And the vessels of each shall be allowed access to the ports of the other, where they shall meet with no molestation, and the fullest protection shall be reciprocally afforded.

Article 12.

The Peshwa and chiefs of the Mahratta State hereby agree, that the English shall enjoy the privilege of trade as formerly, in the Mahratta territories, and shall meet with no kind of interruption. And in the same manner, the Honourable East India Company agrees, that the subjects of the Peshwa shall be allowed the privileges of trade, without interruption, in the territories of the English.

Article 13.

The Peshwa hereby engages, that he will not suffer any factories of other European nations to be established in his territories, or those of the chiefs dependent on him, excepting only such as are already established by the Portuguese; and he will hold no intercourse of friendship with any other European nations. And the English, on their part agree, that they will not afford assistance to any nation of Deccan or Hindoostan at enmity with the Peshwa.

Article 14.

The English and the Peshwa mutually agree, that neither will afford any kind of assistance to the enemies of the other.

Article 15.

The Honourable the Governor General and Council of Fort William engage that they will not permit any of the chiefs, dependants, or subjects of the English, the gentlemen of Bombay, Surat, or Madras to act contrary, at any place, to the terms of this treaty: In the same manner the Peshwa Madhoo Row Pundit Purdhan engages that none of the chiefs or subjects of the Mahratta State shall act contrary to them.

Article 16.

The Honourable East India Company and the Peshwa Madhoo Row Pundit Purdhan, having the fullest confidence in Maha Raja Subadar Madhoo Row Scindia Behauder, they have both requested the said Maha Raja to be the mutual guarantee for the perpetual and invariable adherence of both parties to the conditions of this treaty: And the said Madhoo Row Scindia from a regard to the welfare of both States, hath accordingly taken upon himself the mutual guarantee. If either of the parties shall deviate from the conditions of this treaty, the said Maha Raja will join the other party, and will, to the utmost of his power, endeavour to bring the aggressor to a proper understanding.

Article 17.

It is hereby agreed, that whatever territories, Forts, or cities in Guzerat were granted by Ragonath Row to the English, previous to the treaty of Colonel Upton, and have come into their possession, the restitution of which was stipulated in the 7th article of the said treaty, shall be restored agreeable to the terms of the said article.

This treaty, consisting of seventeen articles, is settled at Salbey, in the camp of Maha Raja Subadar Madhoo Row Scindia, on the 4th of the month Jemmadul-Saany, in the year 1197 of the Hegira, corresponding with the 17th of May, 1782 of the Christian Æra, by the said Maha Raja and Mr. David Anderson. A copy hereof shall be sent by each of the above-named persons to their respective principals at Fort William and Poonah, and when both copies being returned, the one under the seal of the Honourable East India Company, and signature of the Honourable the Governor General and Council of Fort William, shall be delivered to Maha Raja Madhoo Row Scindia Behauder, and the other under the seal of the Peshwa Madhoo Row Pundit Purdhan and the signature of Ballajee Pundit Nana Furnavese shall be delivered to Mr. David Anderson, this treaty shall be deemed complete and ratified, and the articles herein contained, shall become binding on both the contracting parties.

PEISHWA.

(Written in the Mahratta character by Ragoo Bhow Dewan.) In all seventeen articles on the 4th of Jemmad-ul-Akher, or 5th of Jeyt Adeek in the Shukul Pateh in the year 1182.

(Subscribed in the Mahratta character by Mahajee Scindia.) "Agreed to what is above written in Persian."

(Signed.) DAVID ANDERSON.

Witnesses.

(Signed) JAMES ANDERSON.
W. BLAINE.

(A true translation.)

(Signed) JAMES ANDERSON,
Assistant to the Embassy.

Ratified at Fort William, the 6th of June, 1782.



(Signed) WARREN HASTINGS.
" EDWARD WHEELER.
" JOHN MACPHERSON.

(Signed) J. P. AURIOL,
Secretary.

The following ■■■ added at the time of the Ratification at Poonah, and the final exchange at Gualiar.

This treaty, consisting of 17 articles, was ratified on the 15th of the month of Mohurum-ul-Hirram, in the year 1196 of the Hegira, and shall be invariably and perpetually binding on both the contracting parties.

(Subscribed in the handwriting of Nana Furnavese).



Done by me, Ballajee Jennardin, on the 15th of Mohurum, in the year 1183, or the 20th December, 1782.

On the 21st of Rubbi-ul-Awul, in the year 1197 of the Hegira, the above written treaty, under the seals of the Peshwa and the signature of Ballajee Pundit Furnavese, was delivered near Gwalior, to Mr. David Anderson, and ■ counterpart of the same, under the seal of the Company and the signatures of the Governor-General and Council of Fort William, was, in like manner, delivered to Maha Raja Mahdajee Scindia Behauder, by which exchange the said treaty is become complete, and from this date shall be binding on each of contracting parties.

Subscribed in the handwriting of Mahdajee Scindia, 21st of Rubbi-ul-Awul.

(A true translation.)

(Signed) CHARLES WILKINS.

The counterpart subscribed by Mr. David Anderson, 24th February, 1783.

N. B. The small seal of the Peshwa affixed to the joinings of the different sheets.

Extract of a letter from Mr. David Anderson, dated Gwalior, 25th February, 1783.

■ As I mentioned in one of my former letters, that some alterations had been "made in the treaty ratified by the Peshwa, you will doubtless be anxious to "know what these alterations are; I therefore do myself the honour to send "you an exact copy of the Ratification.

"Scindia, when I spoke to him on this subject yesterday, ascribed them "entirely to the carelessness of the copyist at Poonah, and declared, that in ■■■ "ever any discussion should arise on the words of our agreement, he considered "the original treaty ■ the one which must be consulted."

Under instructions from the Governor General in Council, dated 15th March, the following Additional Treaty regarding maritime intercourse and the conduct to be observed by both governments in respect to fugitives, ■■■ concluded :

PEISHWA.

No. CXXVIII.

AN ADDITIONAL TREATY between the HONOURABLE COMPANY and the PESHWA of the MAHRATTA STATE.

Whereas, ■ treaty of friendship between the Honourable Company and the Peshwa Pundit Purdhan having been ratified and completed on the 21st day of Rubbi-ul-Awul, of the year one thousand one hundred and ninety-seven of the Hegira ; and the following additions for the increase of the friendship and concord of the two governments having been considered and approved of by both parties, are hereby agreed to by Mr. David Anderson, on the part of the Company, and Maha Raja Subahdar Madhoo Row Scindia on the part of the Peshwa ; and are accordingly to be held binding on both parties.

In the eleventh article of the treaty of peace, relating to the mutual intercourse of shipping, the words, *according to former custom* not having been inserted ; it is now therefore explained that the intercourse of shipping shall be carried on according to former custom.

It is agreed to between the Honourable Company and the Peshwa Madhoo Row Pundit Purdhan, that if any chief, merchant, or other person should hereafter fly from the territories of the Honourable Company to those of the Peshwa ; or from the territories of the Peshwa to those of the Company ; no protection shall be afforded to such person by either party.

Concluded near Gualiar on the twenty-second day of Jummad-ul-Awul, of the year of the Hegira, one thousand ■■■ hundred and ninety-seven, conformable to the twenty-sixth day of April, one thousand seven hundred and eighty-three of the Christian Era,

(Signed) D. ANDERSON.

Witness : .

(Signed) JAMES ANDERSON.

Ratified in Council, at Fort William, the 26th of May, 1783.



(Signed) WARREN HASTINGS.
 ,, EDWARD WHEELER.
 ,, JOHN MACPHERSON.
 ,, JOHN STABLES.

(Signed) J. P. AURIOL,
Secretary.

With reference to the 9th Article of the treaty of Salbey, the following Separate Treaty of eventual alliance against Tippoo was concluded, but ■ peace ■■ soon after restored by the Treaty of Mangalore, the provisions of this Treaty never came into operation :

No. CXXIX.

TRANSLATION of a TREATY settled betwixt the HONOURABLE EAST INDIA COMPANY and the PESHWA MADHOO ROW NARRAIN and MAHRATTA STATE.

The Honourable East India Company and the Peshwa Madhoo Row Narrain Behauder having concluded and mutually ratified ■ treaty near Gwalior on the 21st of the month of Rubbi-ul-Awul, in the year of the Hegira 1197, in order to carry into execution the 9th article of the said treaty, the following stipulations are now settled and agreed on betwixt Mr. David Anderson and Maha Rajah Subahdar Madhoo Row Scindia Behauder, ■■ behalf of the said Honourable East India Company, on the one part, and the Peshwa and Mahratta State on the other, and shall accordingly be binding on both parties.

The Peshwa having despatched letters to Tippoo Saib, will cause him to restore all the Forts and territories belonging to the English Company and the Nabob Mahomed Ally, that may have ■■■ into his possession, and release such prisoners ■ have fallen into his hands. If Tippoo Saib agrees to these terms, and carries them into execution, and if he remains at peace with

PEISHWA.

the Peshwa, the English will not afterwards act hostilely against him ; but, if he refuses to comply with these requisitions of the Peshwa, in such case the Peshwa will immediately assist the English and make war against him ; after which neither of the contracting parties shall make peace with Tippoo Saib without the consent of the other. The territories and Forts that may be conquered from Tippoo Saib shall be divided in the following manner : The territories of the English Company and the Nabob Mahomed Ally will be delivered to the English Company and the Nabob Mahomed Ally. The territories of the Peshwa and Mahratta State will be delivered to the Peshwa and Mahratta State. Whatever territories or Forts may further be conquered from Tippoo Saib shall be equally divided betwixt the two contracting parties, according to the vicinity of their respective situations. But it is hereby stipulated that the Peshwa shall have no claim to any territories or Forts belonging to Tippoo Saib, which the English may have conquered with their own force, and be in possession of previous to the actual commencement of hostilities by the troops of the Peshwa against Tippoo Saib. This treaty being settled betwixt the English and the Peshwa, neither party shall deviate from it.

Settled and concluded on the 1st of Zelhidge, in the year 1197 of the Hegira, corresponding with the 28th of October, in the year 1783 of the Christian Æra, under the signatures of Mr. David Anderson and Maha Rajah Subhadar Madhoo Row Scindia

Signed in the Mahratta language, in the handwriting of Maha Rajah Subhadar Mahdoo Row Scindia, "agreed to what is above written on the 1st of Zilhidge, in the year 1197 of the Hegira, at Gwalior."

(Signed) D. ANDERSON.

Gwalior, 28th October 1783.

(True translation.)

(Signed) JAMES ANDERSON.
Assistant to the Embassy.

In 1790, the following Treaty of offensive and defensive alliance against Tippoo Sultan was concluded between the English government, the Peishwa, and the Nizam :

No. CXXX.

TREATY of ALLIANCE between the COMPANY, the PESHWA, and the NIZAM, against TIPPOO SULTAN, 1790.

Treaty of offensive and defensive alliance, between the Honourable United English East India Company, the Peshwa, Sewoy Madhoo Row Narrain Pundit Purdhan Behauder, and the Nabob Nizam Ally Khan Asof Jah Behauder, against Fuddy Ally Khan, known by the denomination of Tippoo Sultan ; settled by Mr. Charles Warre Malet, on the part of the said Honourable Company, with the said Pundit Purdhan, by virtue of the powers delegated to him by the Right Honourable Charles Earl Cornwallis, K.G., Governor General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company, to direct and control all their affairs in the East Indies :

Article 1.

The friendship subsisting between the States, agreeable to former treaties, shall be increased by this.

Article 2.

Tippoo Sultan having engagements with the contracting parties, has notwithstanding acted with infidelity to them all, for which reason they have united in a league, that, to the utmost of their power, they may punish him and deprive him of the means of disturbing the general tranquillity in future.

Article 3.

This undertaking being resolved on, it is agreed, that on Mr. Malet's annunciation to Pundit Purdhan, of the actual commencement of hostilities between the Honourable Company's forces and the said Tippoo, and on Captain Kennaway's announcing the same to the Nabob Asof Jah, the forces of the said Pundit

Purdhan and Nabob Asof Jah, in number not less than twenty-five thousand, but as many more, and ■ much greater ■ equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions ■ possible before and during the rains; and after that season, the said Pundit Purdhan and Nabob will seriously and vigorously prosecute the war with ■ potent army, well appointed and equipped with the requisite warlike apparatus.

Article 4.

The Nabob Asof Jah being furnished with two battalions of the Honourable Company's forces, Pundit Purdhan shall have an option of being joined by an equal force, on the same terms, during the present war against Tippoo. The pay of the said battalions to be made good by Pundit Purdhan to the Honourable Company, in like manner as settled with the Nabob Asof Jah.

Article 5.

On the said two battalions joining the Mahratta army, Pundit Purdhan agrees to allot two thousand horse to remain and act in concert with them. But in the event of urgent service, on which cavalry alone can be employed, one thousand of the said cavalry may be detached thereon, one thousand remaining constantly with the said battalions, whose pay shall be defrayed regularly, in ready money, every month, in the army or in Poopah, at the option of Mr. Malet.

Article 6.

From the time of the said battalions entering Pundit Purdhan's territories, an agent on the part of the said Pundit Purdhan shall be ordered to attend the Commander, to execute such service as may occur.

Article 7.

If the Right Honourable the Governor General should require ■ body of cavalry to join the English forces, Pundit Purdhan and the Nabob Asof Jah, shall furnish to the number of ten thousand, to march in one month from the time of their being demanded, by the shortest and safest route, with all possible expedition, to the place of their destination, to act with the Company's forces; but should any service occur, practicable only by cavalry, they shall execute it, nor cavil on the clause "to act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honourable Company, at the rate and on the conditions hereafter to be settled.

Article 8.

If, in the prosecution of the war by three allies, the enemy should gain ■ superiority over either, the others shall, to the utmost of their power, each exert themselves to relieve the said party and distress the enemy.

Article 9.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, ■ equal division shall be made of the acquisitions of territory, Forts, and whatever each Circar or government may become possessed of, from the time of each party commencing hostilities; but should the Honourable Company's forces make any acquisitions of territory from the enemy, previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, Forts, &c., due attention shall be paid to the wishes and convenience of the parties, relatively to their respective frontiers.

Article 10.

The under written polygars and zemindars being dependent on Pundit Purdhan and the Nabob Asof Jah, it is agreed that on their territories, Forts, &c. falling into the hands of any of the allies, they shall be re-established therein, and the nuzeranah that shall be fixed on that occasion, shall be equally divided amongst the allies; but, in future, Pundit Purdhan and the Nabob Asof Jah shall collect from them the usual kundnee and peshcush which have been

PEISHWA.

heretofore annually collected. And should the said polygars and zemindars act unfaithfully towards Pundit Purdhan ■ the Nabob, or prove refractory in the discharge of their kundnee and peshcush, the said Pundit Purdhan and Nabob are to be at liberty to treat them ■ may be judged proper. The Chief of Shanoor is to be subject to service with both Pundit Purdhan and the Nabob, and should he fail in the usual conditions thereof, Pundit Purdhan and the Nabob will act ■ they think proper.

List of the Polygars and Zemindars.

Chittledroog,
Annagoondy,
Harponelly,
Bellaree,
Rodroog,

Keychungoondah,
Cunnaghwarry,
Kittoor,
Hannoor,
The district of Abdul Hakeen Khan,
the Chief of Shanoor.

Article 11.

To preserve, as far ■ possible, consistency and concert in the conduct of this important undertaking, ■ Vackeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances; and the representations of the contracting parties to each other shall be duly attended to, consistent with the circumstances and stipulations of this treaty.

Article 12.

After this treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions, at the verbal or written instance of any person or persons whatever, or on any other pretence. And in the event of ■ peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections; nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him, by either party, it shall be communicated to the others.

Article 13.

If, after the conclusion of peace with Tippoo, he should molest or attack either of the contracting parties, the others shall join to punish him; the mode and conditions of effecting which shall be hereafter settled by the three contracting powers.

Article 14.

This treaty, consisting of fourteen articles, being this day settled and concluded by Mr. Malet, with the Peshwa, Sewoy Madhoo Row Narrain Pundit Purdhan Behauder, Mr. Malet has delivered to Pundit Purdhan one copy of the same, in English and Persian, signed and sealed by himself; and Pundit Purdhan has delivered to Mr. Malet another copy in Mahratta and Persian, executed by himself; and Mr. Malet has engaged to procure and deliver to Pundit Purdhan, in seventy-five days, ■ ratified copy from the Governor, on the delivery of which the treaty executed by Mr. Malet shall be returned.

Poonah, 1st June 1790.



(Signed) C. W. MALET,
Resident.

(True copy.)

(Signed) C. W. MALET.

Ratified by the Governor General in Council, at Fort William in Bengal, the 5th day of July 1790.

(Signed) CORNWALLIS.
" CHARLES STUART.
" PETER SPEKE.



The Peishwa ■ ■ party to the treaty of peace concluded with Tippoo Sultan, ■ the 17th March 1792.

PEISHWA.

In 1795, ■ broke out between the Mahrattas and the Nizam, which ■ terminated by the Convention of Kurlah, the conditions of which were highly advantageous to the ■

In the same year, the young Peishwa, Madho Rao died. To secure a continuance of his own power, Nana Furnavese endeavoured to exclude the legitimate heir, Bajee Rao, the son of Ragoba. But Nana's views were frustrated by Scindiah, who arrived at Poonah with ■ large force, and placed Bajee Rao upon the vacant throne. Scindiah's influence became paramount at Poonah, and he soon annihilated the independence of the Peishwa ■ government.

A portion of Tippoo's territory was offered by the Governor General to the Peishwa, ■ condition of his acceding to ■ alliance calculated to preserve general tranquillity. The influence of Scindiah caused the rejection of this proposal.

In 1802 a contest took place between Dowlut Rao Scindiah and Jeswunt Rao Holkar. The Peishwa joined the former, whose army sustained a signal defeat near Poonah, ■ the 25th October. The Peishwa fled to Bassein, having previously intimated to the British Resident at his Court, his desire to enter into a defensive alliance with the Company, on the basis of that of Hyderabad, and his readiness to cede territory to the annual value of twenty-six lacs, for the maintenance of ■ subsidiary force. These overtures were favourably received by Lord Wellesley.

The Resident, Colonel Close, followed the Peishwa to Bassein, where, after ■ short negociation, the following definitive Treaty of defensive alliance was concluded :

No. CXXXI.

TREATY with the PESHWA, commonly called the TREATY of BASSEIN, 31st December, 1802.

Treaty of perpetual and general defensive alliance between the Honourable English East India Company and His Highness the Peshwa Badjee Rao Ragonaut Rao Pundit Purdhan Behauder, his children, heirs and successors, settled by Lieutenant-Colonel Barry Close, Resident at the Court of His Highness, by virtue of the Powers delegated to him by His Excellency the Most Noble Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Governor General in Council, appointed by the Honourable Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time, between the Honourable English East India Company and His Highness Rao Pundit Purdhaun Behauder, and have been confirmed, at different periods, by treaties of amity and union, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into ■ general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or any enemies whatever.

Article 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both ; and the contracting parties agree, that all the former treaties and agreements between the two States, now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

Article 2.

If any power or State whatever shall commit any act of unprovoked hostility or aggression, against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed, to concert and prosecute such further ■ ■ ■ as the case shall appear to demand.

PEISHWA.

For the more distinct explanation of the true intent and effect of this agreement, the Governor General in Council, on behalf of the Honourable Company, hereby declares, that the British government will never permit any power or State whatever, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of His Highness Rao Pundit Purdhaun Behauder, but will at all times, maintain and defend the same, in the same manner as the rights and territories of the Honourable Company are now maintained and defended.

Article 3.

With a view to fulfil this treaty of general defence and protection, His Highness Rao Pundit Purdhaun Behauder agrees to receive, and the Honourable East India Company to furnish, a permanent subsidiary force, of not less than six thousand regular native infantry, with the usual proportion of field pieces and European artillerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed, in perpetuity, in His said Highness's territories.

Article 4.

For the regular payment of the whole expence of the said subsidiary force, His Highness Rao Pundit Purdhaun Behauder hereby assigns and cedes, in perpetuity, to the Honourable East India Company, all the territories detailed in the Schedule annexed to this treaty.

Article 5.

As it may be found that certain of the territories ceded by the foregoing article to the Honourable Company may be inconvenient from their situation; His Highness Rao Pundit Purdhaun Behauder, for the purpose of rendering the boundary line of the Honourable Company's possessions a good and well defended one, agrees that such exchanges of talooks, or lands, shall be made hereafter, on terms of a fair valuation of their respective revenues, the completion of the said purpose may require. And it is agreed and covenanted, that the territories to be assigned and ceded to the Honourable Company by the fourth article, or in consequence of the exchange stipulated eventually in this article, shall be subject to the exclusive management and authority of the said Company and of their officers.

Article 6.

Notwithstanding the total annual expence of the subsidiary force is estimated at twenty-five lacks of rupees, His said Highness has agreed to cede, by article 4, lands estimated to yield annually the sum of twenty-six lacks of rupees, the additional lack being intended to meet possible deficiencies in the revenues of the said lands, and save the Honourable Company from loss.

Article 7.

After the conclusion of this treaty, and as soon as the British Resident shall signify to His Highness Rao Pundit Purdhaun Behauder, that the Honourable Company's officers are prepared to take charge of the districts ceded by article 4, His Highness will immediately issue the necessary perwannahs, or orders, to his officers, to deliver over charge of the same to the officers of the Honourable Company. And it is hereby agreed and stipulated, that all collections made by His Highness's officers, subsequently to the date of the treaty, and before the officers of the Honourable Company shall have taken charge of the said districts, shall be carried to the credit of the Honourable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this treaty, shall be considered as null and void.

Article 8.

All Forts situated within the districts to be ceded as aforesaid, shall be delivered to the officers of the Honourable Company with the said districts; and His Highness Rao Pundit Purdhaun Behauder engages, that the said Forts shall be delivered to the Honourable Company without being injured or damaged, and with their ordinary equipment of ordnance, stores, and provisions.

Article 9.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the commanding officer, and officers of the said subsidiary force, shall be treated, in all respects, in a manner suitable to the dignity and greatness of both States. The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of His Highness, his heirs, and successors, the overawing and chastisement of rebels or excitors of disturbance in His Highness's dominions, and the due correction of his subjects or dependants, who may withhold the payment of the Circar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy, to be stationed in the country to collect the revenues, nor against any of the principal branches of the Mahratta empire, nor in levying contributions from Mahratta dependants in the manner of moolkgeerre.

Article 10.

Whereas much inconvenience has arisen from certain claims and demands of the Mahratta State, affecting the city of Surat, it is agreed, that a just calculation shall be made of the value of the said claims by His Highness Rao Pundit Purdhaun Behauder and the government of Bombay; and in consequence of the intimate friendship now established between the contracting parties, His Highness Rao Pundit Purdhaun Behauder agrees, for himself, his heirs, and successors, to relinquish for ever, all the rights, claims, and privileges of the Mahratta State, affecting the said city of Surat, and all collections on that account shall cease and determine, from the day on which this treaty shall be concluded: in consideration of which act of friendship, the Honourable East India Company agrees, that a piece of land, yielding a sum equal to the estimated value of said claims of the Mahratta State, shall be deducted from the districts ceded by article 4; and on the same principle, and from similar considerations, His Highness further agrees, that the amount of the collections made, for the Poona State, under the title of Nogabundy, in the pergunnahs of Chourassy and Chickly shall be ascertained, by an average taken from the receipts of a certain number of years, or by such other mode of calculation as may be determined on; and His said Highness doth further agree, for himself, his heirs, and successors, to relinquish for ever the Nogabundy collections aforesaid, and they shall accordingly cease from the conclusion of this treaty. And it is agreed and stipulated, that a piece of land, yielding a sum equal to the amount of the said Nogabundy collections, shall be deducted from the districts ceded by Article 4, in the same manner as stipulated in regard to the choute of Surat.

Article 11.

Whereas it has been usual for His Highness Rao Pundit Purdhaun Behauder to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interest, such European or Europeans so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

Article 12.

Inasmuch as, by the present treaty, the contracting parties are bound in a general defensive alliance, for mutual defence and protection against all enemies, His Highness Rao Pundit Purdhaun Behauder consequently engages, never to commit any act of personal hostility and aggression against His Highness the Nabob Asoph Jah Behauder, or any of the Honourable Company's allies or dependants, or against any of the principal branches of the Mahratta empire, or against any power whatever, and in the event of differences arising, whatever adjustment the Company's government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

Article 13.

And whereas certain differences, referring to past transactions, are known to subsist between the Circar of His Highness Rao Pundit Purdhaun Behauder and the Circar of His Highness the Nabob Asoph Jah Behauder, and whereas, an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Circars, His Highness Rao Pundit Purdhaun Behauder, with a view to the above end, agrees, and accordingly binds himself, his heirs, and successors, to fulfil and conform to the stipulations of the treaty of Mahr; and His Highness Rao Pundit Purdhaun Behauder further agrees that on the basis of the fulfilment of the said treaty of Mahr, and of the claims of His Highness the Nabob Asoph Jah Behauder, to be tofally exempted from the payment of choute. The Honourable Company's government shall be entitled to arbitrate and determine all such points, as may be in doubt or difference between the Circars of their Highnesses above mentioned; and His Highness Rao Pundit Purdhaun Behauder further agrees, that in the event of any differences arising between his government and that of His Highness the Nabob Asoph Jah Behauder, at any future period, the particulars of such differences shall be communicated to the Honourable East India Company before any act of hostility shall be committed on either side; and the said Honourable Company, interposing their mediation, in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformable to propriety and truth, and shall bring the parties to a right understanding. And it is further agreed, that whatever adjustment of any such differences the Company's government, weighing things in the scale of truth and justice, shall determine, that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is however agreed, that this stipulation shall not prevent any amicable negotiations which the Honourable Company and the Courts of Poona and Hyderabad, respectively, may be desirous of opening; provided no such negotiation shall be carried on between any of the three parties, without full communication thereof to each other.

Article 14.

Whereas a treaty of friendship and alliance has been concluded between the Honourable Company and Rajah Anund Rao Guickwar Behauder, and whereas the said treaty was meditated and executed, without any intention that it should infringe any of the just rights or claims of His Highness Rao Pundit Purdhaun Behauder, affecting the Circars of the said Rajah, His said Highness adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said treaty between the Honourable Company and Rajah Anund Rao Guickwar Behauder; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the government of His Highness Rao Pundit Purdhaun Behauder and the Circar of the Rajah aforementioned, His said Highness placing full reliance on the impartiality, truth and justice of the British government, doth hereby agree, that the said government shall examine into, and finally adjust the said demands and papers of accounts; and His said Highness further stipulates and binds himself, his heirs and successors, to abide by such adjustment as the British government shall accordingly determine.

Article 15.

The contracting parties will employ all practical means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with other States, and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness Rao Pundit Purdhaun Behauder engages, that with the reserve of two battalions of sepoys, which are to remain near His Highness person, the residue of the British subsidiary force, consisting of four battalions of sepoys with their artillery, joined by six thousand infantry and ten thousand horse of His Highness's own troops, and making together an army of ten thousand

infantry and ten thousand cavalry, with the requisite train of artillery and war-like stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy: and His Highness likewise engages to employ every further effort in his power for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honourable Company, in the same manner, engage on their parts, in this case, to employ in active operations against the enemy, the largest force they may be able to furnish, over and above the said subsidiary force.

Article 16.

Whenever war shall appear probable, His Highness Rao Pundit Purdhaun Behauder engages to collect as many benjaries as possible, and to stow as much grain as may be practicable, in his frontier garrisons.

Article 17.

As, by the present-treaty, the union and friendship of the two States is so firmly connected, that they may be considered as one and the same, His Highness Rao Pundit Purdhaun Behauder engages neither to commence nor to pursue, in future, any negotiations with any other power whatever, without giving previous notice, and entering into mutual consultation, with the Honourable East India Company's government: and the Honourable Company's government, on their parts, hereby declare, that they have no manner of concern with any of His Highness's children, relations, subjects or servants, with respect to whom his Highness is absolute.

Article 18.

Inasmuch, as by the present treaty of general defensive alliance, the ties of union, are, with the blessing of God, so closely drawn, that the interests of the two States are become identified, it is further mutually agreed, that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this agreement, His Highness Rao Pundit Purdhaun Behauder shall permit such a proportion of the subsidiary troops, as may be requisite to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of His Highness's dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British government, in like manner, if required by His Highness Rao Pundit Purdhaun Behauder, shall direct such proportion of the troops of the Company, as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness's dominions.

Article 19.

It is finally declared, that this treaty, which, according to the foregoing articles, is meant for the support and credit of his said Highness's government, and to preserve it from loss and decline, shall last as long as the Sun and Moon shall endure.

Signed, sealed, and exchanged, at Bassein, the 31st of December, A.D. 1802, or the 5th of Ramzaun, Anno Hegiræ, 1217.

(Signed) B. CLOSE,
Resident at Poona.

The Seal
of Pundit
Purdhaun.

(The Peishwa's signature.)

(A true copy.)

(Signed) M. WILKS,

Private Secretary.

PEISHWA.

Schedule of the Territories ceded, in perpetuity, by His Highness Badjee Rao Ragohaut Pundit Purdhaun Behauder to the Honourable English East India Company, agreeable to the fourth article of the annexed Treaty.

1st.—From the province of Guzerat and territories south thereof.

Dundooka, together with Chooia, Komapoor, and Gogo	-	1,05,000
Cumbay, Choute, and Nassoor	- - -	60,000

South of the Taptie.

Purnair,	- - - - -	27,000
Bootseer,	- - - - -	6,200
Banwannay,	- - - - -	8,800
Balsur,	- - - - -	85,000
Parchole,	- - - - -	1,07,000
Soopa,	- - - - -	51,000
Surbaun,	- - - - -	30,000
Wallow,	- - - - -	30,000
Bamdoo Kusbah,	- - - - -	7,900
Waunsda Choute,	- - - - -	7,000
Durumpoory ditto,	- - - - -	9,000
Surat ditto,	- - - - -	42,100
Customs,	- - - - -	83,000

Between the Taptie and Nerbuddah.

Oolpah,	- - - - -	3,16,000
Hansood	- - - - -	85,000
Octisier,	- - - - -	78,000
Nunday,	- - - - -	65,000

Total south of the Taptie, and between Taptie and Nerbuddah,	- - - - -	10,38,000
Deduct twenty per cent., on account of decrease of revenue	- - - - -	2,07,600
		8,30,400

Nahabundy of Chowrassy and Chickley,	- - -	20,000
Phoolpara,	- - -	
Coomaria,	- - -	5,000
Cattergom,	- - -	
		25,000

2d.—From the territories near the Toombuddrah Savan-		
core, 26 talooks	- - - - -	10,22,838
From Bankapoor	- - - - -	5,56,762
		15,79,600

Grand total - - - - 26,00,000

Signed, sealed, and exchanged at Bassein, the 31st December, Anno Domini 1802, or the 5th Ramzan, Anno Hegiræ 1217.

The Seal
of Pundit
Purdhaun.

(The Peishwa's signature.)

(A true copy.)

(Signed) B. CLOSE.

N. B. This treaty was ratified by the Governor General in Council, the 11th February, 1803.

The Peishwa having represented to the Resident, that the depressed state of his finances rendered it impossible for him to perform the engagement, whereby he was to furnish a corps of cavalry to act with the British troops in the war, Colonel Close suggested to him that he could add to the British resources without prejudice to his own, by ceding the whole or a part of Bundelcund, from which he derived little revenue, in lieu of the southern districts of his dominions, ceded by the treaty of Bassein.

A negotiation was opened on the subject, which ended in the conclusion of the following supplement to the Treaty of Bassein:

SUPPLEMENTAL TO THE TREATY OF BASSEIN, 1803.

A treaty, consisting of nineteen articles, ~~was~~ concluded at Bassein, between the Honourable English East India Company Behauder and His Highness the Peishwa Badjee Row Ragonaut Pundit Purdhaun Behauder. The following articles of engagement are now agreed on and settled, as supplemental to the said treaty, by Lieutenant-Colonel Barry Close, on the part of the said Honourable Company, and Anund Row Vakeel, on the part of the said Row Pundit Purdhaun Behauder, under full power and authority granted to them respectively for the purpose.

Article 1.

That of the territory ceded in perpetuity, to the Honourable East India Company by the said treaty of Bassein, the country of Savenore, and talooks of Bunkapoor, in the Carnatic, yielding an annual revenue of sixteen lacks of rupees, shall be restored in perpetuity, to the Circar of the said Row Pundit Purdhaun Behauder.

Article 2.

That of the territory ceded in perpetuity, to the English East India Company by the treaty of Bassein, the pergunnah of Oolpah, in Guzerat, yielding a revenue annually of three lacks and sixteen thousand rupees, shall likewise be restored in perpetuity, to the Circar of the said Row Pundit Purdhaun Behauder, in order that it may be restored to Nursing Khundy Row, who has served the Circar with fidelity and attachment.

Article 3.

That a regiment of native cavalry, of the same strength and complement as the cavalry regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force.

Article 4.

In the fifteenth article of the treaty of Bassein it is stipulated, that ten thousand cavalry and six thousand infantry, with a due proportion of ordnance and military stores, shall be furnished by the said Rao Pundit Purdhaun Behauder, and in addition thereto, such further force as the Circar of the said Rao Pundit Purdhaun Behauder should be able to bring into the field. This stipulation is now annulled, and, in lieu thereof, it is agreed and covenanted, that in time of war the said Rao Pundit Purdhaun Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, and, in addition thereto, such further force as the said Rao Pundit Purdhaun Behauder shall be able to bring into the field.

Article 5.

That a corps of Mahratta cayalry, amounting to five thousand, shall be maintained by the British government during the present war, for the service of the Poona State, under the orders of the British Government, of which five thousand horse, two thousand shall serve with His Highness the Peshwa, and the remaining three thousand with the British army in the field; and in the said five thousand Mahratta cavalry are not to be included the Mahratta troops serving with the British army under the chieftains Bapoojee, Gunneis Punt Goklah, and Sudojee Rao Nimalun, which troops shall continue to be subsisted at the charge of Rao Pundit Purdhaun Behauder.

Article 6.

By articles first and second of this agreement, territory, yielding an annual revenue of 19,16,000 rupees, is restored to the Circar of Rao Pundit Purdhaun Behauder; in lieu thereof, and for the purposes hereafter mentioned, the said Rao Pundit Purdhaun Behauder agrees and stipulates to cede, in perpetuity, to the Honourable English East India Company, from the province of Bundelcund, conquered for the Poona State by Alli Behauder, territory yielding an estimated annual revenue of 36,16,000 rupees, agreeably to the following detail.

PEISHWA.

FIRST.—In lieu of the country of Savenore, and talooks of Buncapoor, in the Carnatic, and the pergunnah of Oolpar, in Guzerat, ■ tract of territory, yielding an annual revenue of 19,16,000 rupees.

SECOND.—On account of the stated high value of Oolpah, ■ tract of territory, yielding an annual revenue of 50,000 rupees, in excess for that pergunnah.

THIRD.—To bear the entire expence of the regiment of cavalry mentioned in article 3, ■ tract of territory yielding ■ annual revenue of 7,50,000 rupees.

FOURTH.—To serve as an equivalent for the expence to be incurred by the British government, in paying and maintaining, during the present war, the five thousand cavalry mentioned in article 5, a tract of territory, yielding an annual revenue of 5,00,000 rupees, and lastly, ■ tract of territory, yielding an annual revenue of 4,00,000 rupees, to meet the extraordinary expence which the British government must be subject to, in establishing its authority in Bundelcund, which is disturbed and ravaged by rebels, who must be subdued and punished.

Total ceded from Bundelcund 36,16,000 rupees.

Article 7.

The whole of the foregoing territory, ceded, as above, from Bundelcund to the Honourable English East India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and in every respect most convenient for the British government.

Article 8.

Inasmuch as the pergunnah of Oolpar was particularly valuable to the Honourable Company's government, by reason of its proximity to the city of Surat, in the prosperity of which the British government bears an anxious concern, it is accordingly agreed and stipulated, that the said pergunnah of Oolpar shall be so managed and governed, at all times, by the Mahratta authority, as to conduce to the convenience of the said city, by attention to the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between the inhabitants of both sides. And inasmuch as the sovereignty of the river Taptie doth belong to the British government, it is accordingly agreed and covenanted, that the Mahratta authority in Oolpar shall have no right or concern whatever, in the wreck of any vessel that may be cast upon any part of the Oolpar territory connecting with the said river Taptie, but be bound, in the event of any such wreck, to render the vessel all practicable aid, for which the parties assisting shall be entitled to receive from the owners of the wreck a just and reasonable compensation.

Signed, sealed, and exchanged, at Poona, the 16th December, Anno Domini 1803, or the 1st Ramzaun, Anno Hegiræ 1218.

Ratified by the Governor General in Council, the 7th January, 1804.

The following Treaty, disposing of the territories ceded by the Raja of Berar, in the Treaty of Deogaum, and by Scindiah in that of Surjee Anjergaum, was concluded with the Peishwa, on the 14th May, 1804:

No. CXXXIII.

PARTITION TREATY OF POONA, with HIS HIGHNESS the PEISHWA.

Treaty for the settlement of general peace in Hindostan and the Dekkan, and for the confirmation of the friendship between the English East India Company and its allies, His Highness the Soubahdar of the Deccan and His Highness Rao Pundit Purdhaun Peishwa Behauder, settled between the said Honourable Company and the said allies by Lieutenant-Colonel Barry Close, Resident at the Court of His Highness the Peishwa, in virtue of the powers delegated to him by the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Majesty's Most Honourable Privy Council, Governor General in Council of all the British possessions, and Captain General of all the British land forces in the East Indies.

Whereas, by the terms of the treaties of peace concluded by Major General the Honourable Arthur Wellesley, on the part of the Honourable Company and its allies, with Maha Rajah Syna Saheb Soobah, Rajah of Berar at Deogaum,

on the 17th of December, 1803, and with Maha Rajah Dowlut Row Scindiah, at Surjee Anjengaum on the 30th of that month, which treaties have been duly ratified by the Governor General in Council and by the allies of the British government, certain forts and territories have been ceded by Maha Rajah Syna Saheb Soobah and by Maha Rajah Dowlut Row Scindiah to the Honourable Company and its allies, the following articles of agreement, for the settlement of the said Forts and territories, have been concluded by the British government and by the said allies.

Article 1.

The province of Cuttack, including the port and district of Balasore, and all cessions, of every description, made by the 2nd article of the treaty of Deogaum, or by any treaties which have been confirmed by the tenth article of the said treaty of Deogaum, shall belong in perpetual sovereignty to the Honourable English East India Company.

Article 2.

The territories of which Maha Rajah Syna Saheb Soobah formerly collected the revenues in participation with His Highness the Soobahdar of the Dekkan, and those formerly possessed by Maha Rajah Syna Saheb Soobah to the westward of the river Wurda, ceded by the 3rd article of the treaty of Deogaum, and the territory situated to the southward of the hills on which are the Forts of Nernallah and Gawileghur, and to the westward of the river Wurda, stated by the 4th article of the treaty of Deogaum to belong to the British government and its allies, shall belong in perpetual sovereignty to His Highness the Soobahdar of the Dekkan with the exception of the districts reserved to Syna Saheb Soobah, in the 5th article of the said treaty of Deogaum.

Article 3.

All the Forts, territories, and rights of Maha Rajah Dowlut Row Scindiah in the Doab or country situated between the Jumna and Ganges, and all his Forts, territories, rights and interests in the countries which are to the northward of those of the Rajahs of Jypoor and Joudpoor and of the Rana of Gohud, ceded by the second article of the treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

Article 4.

The Fort of Baroach and territory depending thereon ceded by the third article of the treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

Article 5.

The Fort and city of Ahmednuggur, together with such part of the territory depending thereon, as is ceded by the third article of the treaty of Surje Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

Article 6.

All the territories which belonged to Maha Rajah Dowlut Row Scindiah, before the commencement of the late war, situated to the southward of the hills called the Adjunttee hills, including the Fort and district of Jaulnapoor, the town and district of Gandapoor, and all other districts between that range of hills and the river Godavery, ceded by the fourth article of the treaty of Surje Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soobahdar of the Dekkan.

Article 7.

All cessions made to the Honourable Company by any treaties which have been confirmed by the ninth article of the treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

Article 8.

This treaty, consisting of eight articles, being this day, the 14th of May, 1804 A. D. corresponding with the 3d of Suffer, 1219 A. H. settled and concluded at Poona, by Lieutenant-Colonel Barry Close, Resident with His Highness the

PEISHWA.

Peishwa, Lieutenant-Colonel Close has delivered to His said Highness a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Lieutenant-Colonel Barry Close; and His Highness the Peishwa has delivered to the said Lieutenant-Colonel Close another copy also in Persian, Mahrattah, and English, bearing His Highness's seal; and Lieutenant-Colonel Close aforesaid, has engaged to procure and deliver to His said Highness without delay, a copy of the same duly ratified by His Excellency the Most Noble the Governor General in Council, on the receipt of which by His said Highness, the present treaty shall be deemed complete and binding on the Honourable the English East India Company and on His Highness, and the copy of it now delivered to His Highness shall be returned.



Peiswa's
Seal.

This treaty was ratified by the Governor General in Council, the 4th June, 1804.

The Peishwa had readily entered into a close alliance with the British government, to avert the entire extinction of his authority; but from his restoration to his deposition, he pursued a systematic course of policy, having for its object the subversion of the British power.

In 1812 and 1813, the British government was called upon to interfere to arbitrate the adjustment of the Peishwa's claims upon the chiefs of Colapore and Suwunt Warree, and the Southern Mahratta jaghiredars. The decision, which was fatal to his pretensions of sovereignty over Colapore, strengthened his latent hostility to the British government; and this feeling was inflamed by his profligate favourite, Trimbukjee Dinglia.

The British government was bound by Treaty to arbitrate certain long standing claims of the Peishwa against the Guickwar. In 1816 the Peishwa expressed his anxiety to have these claims adjusted, but urged that this could not be accomplished, unless Gungdhur Shastree, the Guickwar's minister, came to Poona. The Shastree, knowing that he was personally obnoxious to Bajee Rao, evinced the strongest repugnance to this proposal. He was at length, however, prevailed upon to come to Poona, under an express guarantee of his personal safety, by the British government.

Bajee Rao affected the highest regard and friendship for the Shastree, and even proposed a matrimonial alliance between their families. They proceeded together on a pilgrimage to Punderpoor. While at that place, the Shastree was persuaded by Trimbukjee to repair to a celebrated temple, on an occasion of particular solemnity. As he was returning the Shastree was beset and cut to pieces by the hired assassins of Trimbukjee, who afterwards declared, that he merely obeyed the commands of his master, the Peishwa.

After much opposition, delay and evasion, the Peishwa yielded, through fear, to the Resident's peremptory demand for the delivery of Trimbukjee to the British government. He was confined in the Fort of Tanna, whence he soon effected his escape.

While the Peishwa was making protestations of his entire ignorance of Trimbukjee's place of concealment, he was secretly making the most strenuous efforts to induce all the Mahrattas to unite in common cause against the English; and it was soon discovered that Trimbukjee was on the Mahadeo hills collecting troops, and that Bajee Rao was privy to his proceedings.

On learning this, Lord Hastings determined to compel the Peishwa to give satisfaction for his past violations of engagements, and security for the future. In pursuance of this determination Bajee Rao was reduced to the alternative of an immediate contest, for which he was not prepared, or of signing a Treaty, dictated by the British government. After a severe struggle, he adopted the latter, and put his name to the following Treaty:—

CXXXIV.

TREATY between the Honourable EAST INDIA COMPANY and His Highness BAJEE RAO, RAGONATH RAO PUNDIT PURDHAN, his heirs and successors, concluded at POONA, on the thirteenth of June, by the Honourable M. ELPHINSTONE on the part of the Honourable Company, and by MORO DIXIT, and BALLAJEE LUCHMUN, on the part of the RAO PUNDIT PURDHAN, by virtue of full powers from their respective governments.

Whereas, a treaty of general defensive alliance, consisting of nineteen articles was concluded at Bassein, between the Honourable East India Company and His Highness Rao Pundit Purdhan Behauder; and whereas, seven articles of

agreement, supplemental to the said treaty, were agreed on at Poona, between the same powers; and whereas, certain disputes have since arisen, which it is the desire of both parties to remove; with a view to adjusting the said disputes, and to the better fulfilment of the said alliance, the following treaty has been concluded between the two States:—

Article 1.

Whereas, Trimbuckjee Dainglia, by the murder of Gungadhur Shastery, the public minister of the Guickwar State, rendered himself obnoxious to public justice, and it became the peculiar duty both of the Honourable East India Company's government, and of that of His Highness Rao Pundit Purdhaun Behauder, to inflict on him such punishment, as might mark their detestation of his crimes, and deter others from committing the like atrocities; and whereas, Trimbuckjee Dainglia has escaped from the custody of the Honourable East India Company's government to which he was made over by Row Pundit Purdhaun Behauder, and has since added to his crimes by assembling banditti and committing various acts of plunder and murder, His Highness Rao Pundit Purdhaun Behauder solemnly engages never to afford to the said Trimbuckjee any countenance or protection whatever, but to use his utmost efforts to seize and deliver him up to the Honourable East India Company; and until such time as the said Dainglia may be delivered up, the family of the said Dainglia are to remain ■ hostages in the hands of the Honourable Company's government, His Highness Rao Pundit Purdhaun Behauder also engages severely to punish all who participated in the said Trimbuckjee's rebellion, and who have not surrendered themselves according to His Highness's proclamation.

Article 2.

All articles of the treaty of Bassein, and of the supplemental articles concluded at Poona, which are not contrary to the tenor of the present engagement, are hereby confirmed.

Article 3.

By the eleventh article of the treaty of Bassein His Highness Rao Pundit Purdhaun Behauder engages to dismiss all Europeans, natives of States at war with Great Britain, who shall meditate injury towards the English. His Highness Rao Pundit Purdhaun Behauder now engages never to admit into his territories any subject of any European or American power whatever, without the previous consent of the British government.

Article 4.

By the (17th) seventeenth article of the treaty of Bassein His Highness Rao Pundit Purdhaun Behauder engaged neither to commence nor pursue in future any negotiations with any power whatever, without giving previous notice to, and entering into mutual consultation with the Honourable East India Company's government; in order to the more effectual fulfilment of this article, His Highness Rao Pundit Purdhaun Behauder hereby engages neither to maintain vakeels, or other agents at the Court of any power whatever, nor to permit the residence of vakeels or other agents from any power whatever, at his Court, and His Highness further engages to hold no communication with any power whatever, except through the Resident or other minister of the Honourable Company's government residing at His Highness's Court; and His Highness Rao Pundit Purdhaun Behauder hereby for himself and for his heirs and successors recognizes the dissolution in form and substance of the Mahratta confederacy, and renounces all connexion whatever with the other Mahratta powers, whether arising from his former situation of executive head of the Mahratta empire, or from any other cause. Nothing contained in this article shall affect any rights which His Highness Rao Pundit Purdhaun Behauder may possess over any chiefs of the Mahratta State between the rivers Nurbudda, and Toombudda and to the west of the western frontier of His Highness the Nizam's dominions, who are now in obedience to His Highness Rao Pundit Purdhaun Behauder. His Highness, however, renounces all claims on the Rajah of Colapore, and on the government of Sawunt Warree, and engages to advance no claims on the lands of their Highnesses Scindia, Holkar, the Rajah of Berar, and the Guickwar, which may be situated within the limits before-mentioned.

Article 5.

His Highness Rao Pundit Purdhaun Behauder specially renounces all future demands on His Highness Rajah Anund Rao Guickwar Behauder, whether resulting from the former supremacy of the said Rao Pundit Purdhaun Behauder ■ executive head of the Mahratta empire or from any other cause ; but ■ various demands and papers of accounts, arising from certain unfinished transactions subsist between the Government of His Highness Rao Pundit Purdhaun Behauder and the government of the Rajah above-mentioned, which His Highness Rao Pundit Purdhaun Behauder agreed by the fourteenth article of the treaty of Bassein, to submit to the arbitration of the Honourable Company's government ; those demands are hereby declared to be in force as far as relates to past times ; but His Highness Rao Pundit Purdhaun Behauder now consents, that in the event of the payment of the annual sum of four lacks of rupees by Rajah Anund Rao Guickwar Behauder, the above agreement shall be set aside, and the said Rajah shall be discharged from all claims whatever on the part of the said Rao Pundit Purdhaun Behauder. In case His Highness Rajah Anund Rao Guickwar Behauder should not consent to the payment of the annual sum of four lacks of rupees, then the agreement above-mentioned, which forms part of the (14th) fourteenth article of the treaty of Bassein shall remain in force and binding on both parties, but His Highness Rao Pundit Purdhaun Behauder hereby distinctly renounces all future claims on His Highness Rajah Anund Rao Guickwar Behauder.

Article 6.

In the fourth supplemental article to the treaty of Bassein, is is agreed that in time of war His Highness Rao Pundit Purdhaun Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with ■ due proportion of ordnance and military stores, to join, and act with the British subsidiary force, and in addition thereto, His Highness agrees to employ in the war such further force as he shall be able to bring into the field ; that article is hereby annulled ; and in lieu thereof it is agreed, that His Highness Rao Pundit Purdhaun Behauder, shall place at the disposal of the British government sufficient funds for the payment of a force of five thousand cavalry and three thousand infantry and the provision of a due proportion of ordnance and military stores ; on the fulfilment of which engagement the British government shall have no further claim to the services of the contingent above-mentioned. But His Highness Rao Pundit Purdhaun Behauder shall still be bound, as formerly, to co-operate in the war, with such a force as he may be able to bring into the field, the Honourable Company in the same manner engaging to employ in active operations against the enemy the largest force which they may be able to furnish over and above the subsidiary force.

Article 7.

To enable the British government to supply the place of the contingent above-mentioned, His Highness Rao Pundit Purdhaun Behauder hereby assigns and cedes in perpetuity to the Honourable Company all the territories and rights detailed in the Schedule annexed to this treaty, and His Highness expressly renounces all claims and pretensions of whatever description on the countries enumerated in the said Schedule, and all connexion with the chiefs and boomeas of those countries.

Article 8.

As it may be found that certain of the territories ceded by the foregoing article may be inconvenient from their situation, His Highness Rao Pundit Purdhaun Behauder for the purpose of rendering the boundary line ■ good and well defined one, agrees, that such exchanges of talooks and lands shall be made hereafter, on terms of ■ fair valuation of their respective revenues, ■ the completion of the said purpose may require, and it is agreed and covenanted that the territories to be assigned and ceded to the Honourable Company by the (7th) seventh article, or in consequence of the exchange stipulated eventually in this article, shall be subject to the exclusive management and authority of the said Company and their officers.

Article 9.

PEISHWA.

His Highness Rao Pundit Purdhaun Behauder will immediately issue the necessary perwannahs, or orders to His Highness's office or to deliver over charge of the districts ceded by article seventh to the officers of the Honourable Company, and it is hereby agreed and stipulated, that all collections made by His Highness's officers, subsequently to the commencement of the Hindoo year (answering to the 5th of June, 1817, A.D.) shall be carried to the credit of the Honourable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this treaty shall be considered null and void.

Article 10.

All forts situated within the districts ceded as aforesaid, shall be delivered to the officers of the Honourable Company, with the said districts, and His Highness Rao Pundit Purdhaun Behauder engages that the said Forts shall be delivered to the Honourable Company without being injured or damaged.

Article 11.

It is further agreed that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this agreement, His Highness Rao Pundit Purdhaun Behauder shall permit such a proportion of the subsidiary troops as may be requisite, to be employed in quelling the same, within the said districts.

Article 12.

His Highness Rao Pundit Purdhaun Behauder on his own part, and on the part of his heirs, and successors, hereby cedes to the Honourable East India Company, in perpetual sovereignty, the Fort of Ahmednuggur, together with as much of the adjoining country as may be within two thousand (2,000) yards of the Fort, measured from the foot of the glacis. His Highness Rao Pundit Purdhaun Behauder engages to furnish such pasture lands as may be required for the ■■■ of the subsidiary force, at the most convenient place adjoining to the cantonments of the different divisions of the said force: and although by the spirit of the treaty of Bassein the British government is already entitled to send such troops into His Highness's territories as may appear requisite for the fulfilment of the terms of that treaty, yet, to remove all doubts on that point, His Highness Rao Pundit Purdhaun Behauder further engages to admit the residence, within his dominions, of any number of British troops in addition to the subsidiary force that the British government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstruction, provided, that nothing in this article is to entitle the British government to make any demand on His Highness for the expence of the additional troops so residing.

Article 13.

His Highness Rao Pundit Purdhaun Behauder hereby cedes to the Honourable East India Company all his rights, interests, or pretensions, feudal, territorial, or pecuniary, on the province of Bundelcund, including Saugor, Jansi, and the lands held by Nana Govind Rao, and agrees to relinquish all connection with the chiefs in that quarter.

Article 14.

His Highness Rao Pundit Purdhaun Behauder, for himself, and for his heirs, and successors, hereby cedes to the Honourable East India Company all his rights and territories in Malwa, which were secured to him by the 11th article of the treaty of Serje Angengau, and generally all rights and pretensions of every denomination which he may possess in the country to the north of the river Nurbudda, excepting those which he possesses in the province of Guzerat; and engages never more to interfere in the affairs of Hindostan.

Article 15.

His Highness Rao Pundit Purdhaun Behauder formerly rented his share of the city and province of Ahmedabad, including the tribute of Kattiwar, to
(251.)

PEISHWA.

Bhugwunt Rao Guickwar, at the rate of four lacks and a half of rupees per annum, and granted a sunnud to that effect under date the twenty-seventh Jemadee-ul-Akhir (1,205) one thousand two hundred and five. The tribute of Kattiwar, formerly comprehended in that farm, has been ceded to the British government by the seventh article of the present treaty : His Highness now agrees to grant the remainder of the said farm in perpetuity, to His Highness Raja Anund Rao Guickwar Behauder, and to his heirs and successors, on the same terms as those contained in the above-mentioned sunnud, dated the twenty-seventh of Jemadee-ul-Akhir, A. H., one thousand two hundred and five (1,205,) excepting the terms contained in the second (2d), eighth (8th), eleventh (11th), and fifteenth (15th) articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the city and province of Ahmedabad, and likewise of the loss to which His Highness Rao Pundit Purhau Behauder has already been subjected by his renunciation of all future claims on His Highness Raja Anund Rao Guickwar Behauder, and by his accepting an annual payment of four lacks in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lacks and a half of rupees shall still be paid for the farm of Ahmedabad notwithstanding the separation of the tribute of Kattiwar.

Article 16.

Whereas certain articles of agreement (six in number) regarding the settlement of the southern jaghiredars, were presented by the Resident at Poona to His Highness Rao Pundit Purdhaun Behauder, on the 6th of July, one thousand eight hundred and twelve (1812), A.D., to which, after a modification suggested by His Highness, and submitted to him on the seventh of the same month, His Highness gave his entire consent ; those articles are hereby recognized and declared to be binding on both parties as much as if they formed part of the present treaty ; and whereas, various disputes have arisen regarding the muster of the troops of the said jaghiredars, and the manners and the periods of their service, His Highness Rao Pundit Purdhaun Behauder hereby agrees to be guided entirely by the advice of the British government with regard to those subjects, and to issue no orders to the jaghirehars without full concert with the British government, His Highness hereby agrees to restore to the said jaghiredars any of the lands included in their sunnuds which may now be in His Highness's possession, and in consideration of the recommendation of the British government, His Highness hereby consents to restore to Madhoo Rao Rastia, the jaghire formerly held by him and resumed in the year one thousand eight hundred and fourteen, and to permit him to hold that jaghire as formerly, under the guarantee of the British government.

Article 17.

The Fort and territory of Mailghaut having been taken possession of by the troops of his Highness Rao Pundit Purdhaun Behauder without concert with the British government, and His Highness's occupation of that fortress having since occasioned various inconveniences to the other allies, His Highness Rao Pundit Purdhaun Behauder engages to withdraw his troops from Mailghaut, and he hereby renounces all claims and pretensions to the said Fort and territory, and to all other territories occupied by his troops during the expedition of one thousand eight hundred and eleven.

Article 18.

This treaty consisting of eighteen articles, being this day settled and concluded at Poona, by the Honourable M. Elphinstone, Moro Dixit and Ballajee Luchmun, Mr. Elphinstone has delivered to His Highness the Peishwa a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Honourable M. Elphinstone, and His Highness the Peishwa has delivered to the said Honourable M. Elphinstone another copy, also in English, Persian and Mahratta, bearing His Highness's seal, and the Honourable M. Elphinstone aforesaid has engaged to procure and deliver to His Highness without delay, a copy of the same, duly ratified by His Excellency the Most Noble Francis, Marquess Hastings, K. G., Governor General, &c. &c. in Council, on the receipt

of which by His said Highness, the present treaty shall be deemed complete, and binding — the Honourable East India Company and on His Highness the Peishwa, and the copy now delivered to His said Highness shall be returned.

PEISHWA.

Peishwa's
Seal.

Peishwa's signature.

Govr. Genl.'s
Small Seal.

(Signed) HASTINGS.
" N. B. EDMONSTONE.
" A. SETON.
" G. DOWDESWELL.

Ratified by the Governor General in Council, this fifth day of July, one thousand eight hundred and seventeen, at Fort William in Bengal.

(Signed) J. ADAM,
Acting Chief Secretary to Government.

SCHEDULE of the lands and revenues ceded in perpetuity, by His Highness Rao Pundit Purdhan Behauder to the Honourable East India Company, by virtue of the seventh article of the annexed treaty, amounting to thirty-four lacks of rupees.

Lands and Revenues to be made over immediately.

The districts of Bailapoor, Autgong and Culleoun and all the territories possessed by His Highness Rao Pundit Purdhan Behauder, situated to the north of those districts, as far as Guzerat, and lying between the ghauts of the Syadree mountains and the sea.

All the rights and territories possessed by His Highness Rao Pundit Purdhan Behauder in Guzerat, with the exception of Ahmedabad, Oolpar and the annual payment due by the Guickwar.

The tribute of Kattiwar estimated, after deducting the expence of collections, at four lacks of rupees.

The territories of Darwar and Koosigul. The above territories are to be made over immediately. The necessary expences of the management of the said districts are then to be ascertained and deducted from the gross revenue. The remaining revenue is to form part of the thirty-four lacks stipulated for in the seventh article, and the territory required to complete that amount is to be ceded in the Carnatic in such situations as may be most convenient to the Honourable East India Company's government, with a view to the preservation of a distinct boundary line.

Whatever collections may have been made by the officers of His Highness Rao Pundit Purdhan Behauder from the districts to be made over immediately, or from those to be hereafter assigned in the Carnatic, subsequent to the commencement of the present Hindoo year, answering to the 5th of June, 1817, are to be repaid to the officers of the Honourable East India Company, agreeably to the ninth article of the treaty.

For the purpose of ascertaining the amount of the revenue of the territories now made over, it is agreed that the regular accounts for the last twenty years shall be produced from the records of His Highness Rao Pundit Purdhan's government, within the period of five days.

Peishwa's
Seal.

Peishwa's Signature.

Govr. Genl.'s
Small Seal.

(Signed) HASTINGS.
" N. B. EDMONSTONE.
" A. SETON.
" G. DOWDESWELL.

By the Governor General in Council, this 5th day of July, 1817.

(Signed) J. ADAM,
Acting Chief Secretary to Government.

PEISHWA.

Paper presented by the Resident at Poona to the Peishwa's Ministers on the 6th of July, 1812, and accepted by His Highness on the 7th.

FIRST.—His Highness the Peishwa will take no notice of past enquiries, and will advance no pecuniary claims without the consent of the British government.

SECOND.—The jaghiredars to retain possession of their Serinjaumy lands ■ as long as they serve His Highness the Peishwa with fidelity.

THIRD.—All lands and revenues which have been usurped, *i. e.* enjoyed without sunnuds by the jaghiredars, to be restored to His Highness the Peishwa.

FOURTH.—The jaghiredars to serve His Highness the Peishwa, according to their Tynaut Zaubitas, and to attend with their contingents when summoned by His Highness. The Peishwa will not give any promise to the jaghiredars that shall limit his ancient right to summon them when he pleases and retain them as long as he thinks fit; but he promises the British government to employ them when the affairs of his government require it, and to dismiss them according to the ancient usage by the advice of the British government when their services are not required. His Highness also engages to treat the jaghiredars with the consideration to which they are entitled by former practice.

FIFTH.—The British government charges itself with the fulfilment of the conditions contained in the four articles above written. If the jaghiredars shall not accept them, the English government will enforce them by fair means, or by force, if necessary, and if they should finally reject them, the British government will unite with the Peishwa in resuming their lands for His Highness. Should the jaghiredars give their consent to these engagements at present, but hereafter refuse to comply with them, the British government will join with the Peishwa in punishing them.

SIXTH.—The Peishwa's government will not depart from any of the engagements into which the British government may enter, in conformity to the preceding articles; nor is any other authority to interfere with the British government in the present negotiation.

Peishwa's
Seal.

Peishwa's Signature.

Govr. Genl.'s
Small Seal.

(Signed)

HASTINGS.

„

N. B. EDMONSTONE.

„

A. SETON.

„

G. DOWDESWELL.

By the Governor General in Council, this 5th day of July, 1817.

(Signed) J. ADAM,

Actg. Chief Secretary to Government.

On the conclusion of the foregoing Treaty, the greater portion of the British troops were withdrawn from the Poona territories, preparatory to operations against the Pindarees. Bajee Rao took advantage of their absence, collected a large force at Poona, and for several nights deliberated on the advantage of surprising the small British brigade left at that place. Mr. Elphinstone, the Resident, was aware of the Peishwa's treachery, which daily became more manifest. For the sake of a better position, the troops were removed to Kirkee, four miles distant. Here they were attacked by ■ overwhelming army of Mahrattas, who were repulsed with great loss at every point. Several engagements subsequently took place, in all of which the Peishwa's forces were defeated.

Towards the end of May, 1818, Bajee Rao, then in Asseerghur, perceiving the futility of further opposition, opened ■ communication with Sir J. Malcolm. They had a conference on the 1st of June, and on the 2d the following propositions were accepted by Bajee Rao, and thus ended the dynasty of the Peishwas:

No. CXXXV.

PROPOSITIONS to BAJEE RAO.

Dated 1st June, 1818.

FIRST.—That he shall resign for himself and successors all right, title, and claim over the government of Poonah, or to any sovereign power whatever.

PEISHWA.

Article 2.

As a proof that Amrut Rao is sincere in his professions of friendship to the English government, he must meet the Honourable Major General Wellesley, who means to advance to Aurungabad.

Article 3.

Amrut Rao must, on all occasions, exert himself cordially to forward the interests of the Honourable Company and His Highness the Peishwa.

Article 4.

Whatever friends and adherents may attend Amrut Rao, may be satisfied or their perfect safety, and be assured they shall receive injury from no quarter whatever, as they will be under the protection of the British government. After the meeting between the Honourable Major General Wellesley and Amrut Rao shall have taken place, some arrangement shall be made for their support.*

Article 5.

When Amrut Rao joins General Wellesley, the more force, both in cavalry and infantry, that accompany him, the more will be the General's satisfaction.

Article 6.

When Amrut Rao proceeds to join General Wellesley's army, he will send his wife and all his family to the Fort of Ahmednuggur, or to Bombay or Saluth, or to such other place within the territories of the Honourable Company that he may most approve, and the English government will adopt the necessary measures for their full protection and efficient security.

Article 7.

The meeting between the Honourable Major Wellesley and Amrut Rao Behauder must take place nineteen days after this date.

(Signed) A. WELLESLEY,
Major General.

Ahmednuggur, 14th August, 1803.

Under the fourth article of the above Treaty, a lac of rupees per annum was assigned for the support of Amrut Rao's adherents. Amrut Rao died in 1824, and the stipend of seven lacs devolved upon his son, Venaick Rao, who has a life interest in it. Venaick Rao declined drawing the lac assigned for his father's adherents, as many of them had never joined him.

Venaick Rao resides at Tiroha in Bundelcund, where Government gave his father a jaghire within which he has independent authority.

SATTARA.**SATTARA.**

The Rajas of Sattara, the descendants of Sevajee, had long been divested of all real power, and reduced to the condition of mere state pageants by the Peishwas; on the subversion of whose rule, a portion of the country, which had devolved on the British Government by right of conquest, was gratuitously conferred upon the Raja of Sattara, for the support of his family and dignity. This measure, which was expected to be popular with the Mahrattas, was completed by the subjoined Treaty:

No. CXXXVII.

TREATY with the RAJAH of SATTARAH, dated the 25th September, 1819.
Treaty of perpetual friendship and alliance between the Honourable East India Company and His Highness Maharajah Pertaub Shah, his heirs and successors, concluded at Sattarah, the 25th September 1819, by Captain James Grant, Political Agent, on the part of the Honourable East India Company, and Wittal Punt Furnaweese, on the part of the Rajah, by virtue of full powers from their respective Governments.

* This article alludes to Marabah Dade and other Sirdars now with Amrut Rao, who are particularly obnoxious to the Peishwa. It is, from delicacy to His Highness the Peishwa, well a regard to the interests of the parties, not specified.

Whereas, the British government have determined, in consideration of the antiquity of the house of His Highness the Rajah of Sattarah, to invest him with ■ sovereignty sufficient for the maintenance of his family in comfort and dignity, the following articles have been agreed to between the said government and His Highness :

Article 1.

The British government agrees to cede in perpetual sovereignty to the Rajah of Sattarah, his heirs and successors, the districts specified in the annexed Schedule.

Article 2.

The Rajah, for himself, and for his heirs and successors, engages to hold the territory in subordinate co-operation with the British government, and to be guided in all matters by the advice of the British Agent at His Highness's Court.

Article 3.

The British government charges itself with the defence of the Rajah's territories, and engages to protect his Highness from all injury and aggression. The Rajah, for himself, and for his heirs and successors, engages to afford every facility to the purchase of supplies for such troops ■ may be stationed in his country, or may pass through it, and the pasture lands now appropriated for the use of the troops, are to be permanently given up to them. The Rajah likewise for himself, and for his heirs and successors, engages to afford all the assistance in his power to the British government in all wars and military operations in which it may be engaged.

Article 4.

His Highness, for himself, and for his heirs and successors, engages at no time to increase or diminish the military force, without the previous knowledge and consent of the British government.

Article 5.

The Rajah, for himself, and for his heirs and successors, engages to forbear from all intercourse with foreign powers, and with all sirdars, jaghiredars, chiefs, and ministers, and all persons of whatever description, who are not by the above articles rendered subject to His Highness's authority; with all the above persons His Highness, for himself, and for his heirs and successors, engages to have no connection or correspondence. Any affairs that may arise with them relating to His Highness are to be exclusively conducted by the British government. If (for the purpose of forming matrimonial connections for His Highness's family, or for any similar purpose), His Highness has occasion to communicate with persons not rendered subject to his authority by this agreement, such communication is to be made entirely through the Political Agent.

This article is a fundamental condition of the present agreement, and any departure from it on the Rajah's part, shall subject him to the loss of all the advantages he may gain by the said agreement.

Article 6.

The Rajah shall ultimately have the entire arrangement of the country now ceded to him; but as it is necessary, on account of the recent conquests of the country, that it should at first be governed with particular care and prudence, the administration will for the present remain in the hands of the British Political Agent. That officer will, however, conduct the government in the Rajah's name; and in consultation with His Highness, and in proportion as His Highness and his officers shall acquire experience, and evince their ability to govern the country, the British government will gradually transfer the whole administration into their hands. He will, however, at all times attend, as above agreed, to the advice which the British Political Agent shall offer him for the good of his State, and for the maintenance of general tranquillity.

SATTARA.

Article 7.

The possessions of the jaghiredars within His Highness's territory, are to be under the guarantee of the British government, which, on the other hand, engages to secure their performing the service which they owe to His Highness according to established custom.

Article 8.

All persons guilty of murder, treason, robbery, or other great offences, who may fly from the territories of the Company into those of the Rajah, are to be given up to the British government. In like manner all criminals as above described, who may fly into the territories of the British Government, are to be given up to the Rajah. For the better execution of justice, and prevention of crimes, the Rajah consents that the officers of the British government may pursue such criminals and apprehend them in his territory.

Article 9.

The gauts are to be the general boundary of the Rajah's territory towards the Concan. Where no specific exception is made, those mountains are to be included within His Highness's territory.

A survey is to be undertaken as soon as convenient, to fix the frontier where the mountains run into the plain. The British government reserves to itself the right of retaining such portions of the mountains so situated, as may be necessary to make a clear frontier, or for other purposes.

The British government also reserves to itself the right of cutting timber on the western sides of the gauts. The customs in the line of gauts are to be levied by the Company, and an equivalent allowed to the Rajah.

Article 10.

The Honourable Company and the Rajah agree to enter, as soon as may be convenient, on a commercial treaty, and in the mean time, the Rajah, for himself, and for his heirs and successors, engages to adopt the same system with regard to customs as that which may be adopted by the British government in its adjoining territories.

Article 11.

This treaty, consisting of eleven articles, being this day settled and concluded at Sattarah, by Captain James Grant and Wittul Punt Furnaweese, Captain Grant has delivered to His Highness, Maharajah Pertaub Shah, a copy of the same in English, Mahratta, and Persian, under the seal and signature of the said Captain James Grant, and His Highness Maharajah Pertaub Shah has delivered to the said Captain James Grant another copy, also in English, Mahratta, and Persian, bearing his Highness's seal and signature; and the aforesaid Captain James Grant has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by His Excellency the Most Noble Francis, Marquis of Hastings, K.G., one of His Britannic Majesty's Most Honourable Privy Council, Governor General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies, Commander in Chief of His Majesty's and the Honourable Company's forces, &c. on the receipt of which, by His said Highness, this treaty shall be deemed complete and binding on the Honourable East India Company, and on His Highness Rajah Pertaub Shah, and the copy now delivered to His said Highness shall be returned.



(Signed)
"
"

HASTINGS.
JAS. STEWART.
J. ADAM.



Ratified by the Governor General in Council, this 27th day of November, 1819.

(Signed). C. T. METCALFE,
Secretary to Government.

Schedule of the territory and revenue ceded to His Highness Maharajah Pertaub Shah, of Sattara, by the first article of the treaty, concluded at Sattara, the 25th September 1819, and to which this schedule is annexed. SATTARA.

FIRST.—That portion of Nurthuree, in the Poona Praunt, and that share of Seerwul which lies south of the Neera river.

SECOND.—The whole of the Wore Praunt, including the following nine turrufs, viz :

1 Huwelee.	4 Kory Gaom.	7 Purelee.
2 Waghawlee.	5 Sattara.	8 Koodal.
3 Neemb.	6 Mehra.	9 Wundun.

THIRD.—The whole of the Jowlee Soobah, from the line at which the ghauts join the plain in the Concan, and including the following nine turrufs, viz :

1 Barah Moorre.	4 Ategaom.	7 Bamunowlee.
2 Sonat Salsay.	5 Keerumb Khora.	8 Kandal Khora.
3 Tamb.	6 Hailwak.	9 Zore Khora.

The Forts of Pertaubgurrh, Wassota, Byroogurrh, and Prichetgurrh, ■ exceptions to this. These four Forts are to be garrisoned and held by the British government during its pleasure ; but the lands immediately attached to them, and within the line aforesaid, are to belong to the Rajah.

FOURTH.—The whole of the Praunt Kurrar, including the following ten turrufs, viz.

1 Oomreiz.	5 Murlee.	8 Huwelee.
■ Targaom.	6 Patun.	9 Kola.
3 Naneghole.	7 Waroon.	10 Barsa.
4 Tarela.		

FIFTH.—The whole of Kuttoo Des, including the following twelve turrufs, viz. .

1 Huwelee.	5 Nemsur.	■ Betah.
2 Malowree.	6 Mainee.	10 Kurraigaom.
3 Wangee.	7 Lulgoond.	11 Kaledoon.
4 Balawnee.	■ Ound.	12 Kanapoor.

SIXTH.—The whole of Futtun Des.

SEVENTH.—The whole of Maun Des, including the following ten turrufs, viz.

1 Auklooz.	5 Atparee.	8 Nazera.
2 Balawnee.	6 Dehgaom.	9 Kasseegaom.
3 Velapoor.	7 Dhurumpoorhee.	10 Punderpoor.
4 Muswar.		

EIGHTH.—The following turrufs and villages in the pergunnah of Beejapoor, viz.

1 Sangola.	■ Gerdee.	3 Brimmapoorhee.
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In Mungulueehra the whole village of Koopsangee, and the Rajah, having been told that his frontier should extend from the Kristna and Warna on the south, to the Neera and Beema on the north, and from the western ghauts or Shyadree hills on the west to the city of Punderpoor on the east, exclusive of jaghires, there will be some additional territory made over to him from the province of Beejapoor, to be hereafter specified, but of which the revenue shall not be less than one lac of rupees.

NINTH.—The following turrufs and villages in the Praunt Merich ; viz.

1 Kuryat Anjinnee, village of Bunoor—		
2 Kuryat Vessapoor Umul, and share of 5 villages.		
1 Attay.	■ Nimluck.	5 Seergaom.
2 Andelee.	4 Neem.	

SATTARA.

- 3 Bellawree Umul, and share in ■■■■ villages, viz.
- | | | |
|---------------------------|-------------|----------------|
| 1 Bella w ree. | 4 Gagaom. | 6 Doodhoondie. |
| 2 Dyaharee | 5 Taoparee. | 7 Bambowree. |
| 3 Doodharee. | | |
- 4 Kury at Kowtah Mahung kal Umul, and share of six villages, viz.
- | | | |
|-----------|--------------|---------------|
| 1 Nimnee. | 3 Kawlapoor. | 5 Mudgoonkie. |
| 2 Bedree. | 4 Shergaom. | 6 Nagaom. |
- 5 Astah Umul, and share in seven villages, viz.
- | | | |
|-----------------|----------------|-------------|
| 1 Tandoolwaree. | 4 Sakurday. | 6 Malwaree. |
| ■ Koondulwaree. | 5 Yeet Kurree. | 7 Pokurnee. |
| 3 Dhowlee. | | |
- 6 Sanglee Umul, and share in two villages, viz.
- | | |
|------------|--------------|
| 1 Bissoor. | 2 Sumdowlee. |
|------------|--------------|
- 7 Kuryat Kowtah Yekund Umul, and share of the village Wussugra.
- 8 Huwelee Umul, and share in three villages, viz.
- | | | |
|--------------|----------|-----------|
| 1 Hatnowlee. | 2 Alass. | 3 Nagaom. |
|--------------|----------|-----------|
- 9 Tasgaom Umul, and share in four villages, viz.
- | | |
|---------------|-------------|
| 1 Poondee. | 3 Paray. |
| 2 Chinchinee. | 4 Mungrool. |
- 10 Sawurday Umul, and share in three villages, viz.
- | | | |
|-------------------|-----------|------------|
| 1 Kusba Sawurday. | 2 Lawrie. | 3 Doorlee. |
|-------------------|-----------|------------|
- 11 Dehsing village of Kurolee Umul, and share in the following thirteen named villages, viz.
- | | | |
|---------------|-----------|--------------|
| 1 Nagrallay. | 6 Baumne. | 10 Saolee. |
| 2 Kuttao. | 7 Nilgee. | 11 Benapoor. |
| 3 Sawulwaree. | 8 Tanug. | 12 Belawree. |
| 4 Takree. | 9 Taklee. | 13 Rajapoor. |
| 5 Kumbooje. | | |

TENTH.—The following turrufs and villages in the Praunt Panalla, viz.

- 1 Turruf Walma.
- 2 Kuryat Bajey Umul and share in four villages, viz.
- | | |
|------------|------------------|
| 1 Bouncha. | ■ Akulcope. |
| ■ Pete. | 4 Peeran Kawtah. |
- 3 Wurgaom Umul, and share of two villages, viz.
- | | |
|-------------|-------------|
| 1 Shergaom. | ■ Konygaom. |
|-------------|-------------|
- 4 Kadawlee Umul, and share of two villages, viz.
- | | |
|----------------|----------------|
| 1 Kurinjawray. | 2 Chickoonday. |
|----------------|----------------|
- 5 Turruf Huwelee, one village: viz. Koorlup.
- 6 Kuryat Tulbeer, the whole of the following five villages, viz.
- | | | |
|------------|------------|--------------------------|
| 1 Tulbeer. | 3 Masgaom. | 5 Kurewlay and Umul |
| 2 Moonday. | 4 Oorul. | in the village of Velun. |
- 7 Kuryat Kasseegaom, the following six villages, viz.
- | | | |
|-------------------|--------------|-------------|
| 1 Kassegaom. | 3 Yeray. | 5 Tambway. |
| 2 Rêhtra Hurnaks. | 4 Thenowlee. | 6 Malkheir. |
- 8 Kuryat Satwa Umul, in the village of Manglay.
- 9 The whole of the pergunnah of Serala.

ELEVENTH.—The following turrufs and villages in the Praunt Raeebang.

- 1 Kurryat Nandhere Umul, and share in the following three villages, viz.
- | | |
|---------------|-------------------------------|
| 1 Koojeegoam. | 3 Chinchiney, and the village |
| 2 Morela. | of Wurreea. |

SATTARA.

- THIRTEENTH.**—The following villages in the Praunt Hookaree.

- N o 3**

SATTARA.

Article 3.

In modification of Article 7 of the aforesaid treaty, and to obviate future disputes, the jaghiredars herein named ; viz.

- 1 The Raja of Akulcote,
- 2 The Punt Suchoo,
- 3 The Punt Prithee Nidhee,
- 4 The Duffay,
- 5 The Nimbulkar,
- Sheik Meema Waeeekur.

are placed under the direct management and control of the British government, their contingents and pecuniary payments on the scale fixed in the time of Captain Grant, being reserved to the Raja.

Article 4.

The Raja binds himself to pay, through the British government, from the Sattara revenues, such annual allowance as may be considered proper by the British government for the maintenance and support of his brother, Maharaja Purtaub Sheeaw, the late Raja and his family.

This supplemental treaty, consisting of four articles, being this day, the 4th of September, 1839, settled and concluded at Sattara, to be binding and permanent, when ratified by the Right Honourable Lord Auckland, Governor General of India.

(Signed) C. OVANS,
Resident at Sattara.

Ratified and confirmed by the Right Honourable the Governor General at India at Simla, this 24th day of October, in the year of Our Lord one thousand eight hundred and thirty-nine.

(Signed) AUCKLAND.

The Ex-Raja, Pertab Sing, resides under surveillance at Benares, on an annual pension of one lac and twenty thousand rupees.

GUICKWAR.GUICKWAR.

The Mahratta power in Guzèrat was established chiefly by Dabari Sanaputi, the hereditary Commander in Chief of the Mahratta nation. Trimbuck Rao Dabari, being jealous of the ascendancy of Bajee Rao, the first Peishwa, leagued against him with Asof Jah, the Nizam. The Peishwa, however, anticipated the designs of the confederates, marched rapidly with a small but tried army into Guzerat, engaged and defeated the Dabari, who fell in the battle.

Bajee Rao deemed it politic to allow the late Dabari's infant son to succeed, nominally, at least, to his father's office and to all the Mahratta rights in Guzerat, nominating Pelajee Guickwar to govern in his behalf. Yeswunt Rao Dabari never obtained any real authority, which remained in Pelajee's family.

Pelajee took advantage of the weakness of the Mahomedan power in Guzerat to augment his own. He was assassinated by Abhi Sing, the Raja of Joudpore and Imperial Viceroy in Guzerat. Pelajee was succeeded by his son, Damajee Guickwar, who almost annihilated the Mahomedan power in Guzerat. Among his other acquisitions he obtained a share in the revenues and customs of the town and Fort of Baroach. Damajee made an effort to subvert the authority of Balajee, Peishwa, by whom he was treacherously made prisoner and constrained to purchase his liberty by the sacrifice of half his revenue.

On the death of Damajee Guickwar the succession was disputed by two of his sons, Govind Rao, and Futtu Sing, on behalf of the eldest brother, Syagee, who was an idiot. The court of Poona did not fail to turn this family dispute to its own advantage: on payment of a large sum, Govind Rao's pretensions were first recognized; next, and for a like consideration, Syagee's, with Futtu Sing his minister. After a protracted contest, their dispute was eventually compromised; Govind Rao receiving one-third of the net revenue and relinquishing all further claims.

The Nawab of Baroach failed to satisfy certain demands which the Company had against him on account of tribute formerly paid to Surat, and of undue exactions, to which he had subjected the Company's trade in the port of Baroach; on being menaced with hostilities, he repaired to Bombay and concluded the subjoined Treaty:

TREATY with the Nabob of BAROACH, 1771.

Articles for a treaty of peace and firm friendship between the Honourable William Hornby, Esq. President and Governor, &c., Council of Bombay, in behalf of the Honourable United English East India Company, and the Nabob Imtyazood Dowlah Haazud Khan Behauder Dillerjung of Baroach, &c.

Article 1.

Peace and friendship to subsist uninterrupted, in future, between the Honourable Company and the Nabob of Baroach, his heirs and successors.

Article 2.

All British subjects, or persons trading under the protection of the Honourable Company's sealed passes and colours, shall pay no customs at Baroach; &c., places in the Nabob's country; except such as the Honourable the President and Council shall impose, which shall be levied by such persons as they shall appoint, on account of the Honourable Company; and the Nabob engages, for himself and successors, that no fees, duties, or exactions of any sort, shall be levied on the said trade, by himself or them, on any pretence whatever.

Article 3.

The Honourable the President and Council shall have free liberty to settle a factory wherever they think proper; and a suitable portion of ground for building the said factory on, or a convenient house shall be allotted for that purpose.

Article 4.

The Dutch have already a factory at Baroach; but, in future, no other European nation shall be permitted to settle a factory at Baroach, without the consent of the Honourable the President and Council.

Article 5.

The Nabob engages never to assist the enemies of the English nation, but obliges himself to assist the Honourable Company in any wars they may be engaged in, with one thousand private sepoy, and three hundred cavalry, with their officers, or such larger number as they may want, and he can spare, at the following rates; viz.

Each horseman - - - 15 Rupees per month.

Each sepoy - - - 7½ Ditto.

or at such rates as it shall appear they stand him in.

Article 6.

The Nabob will not engage in any war with any of his neighbours, without the consent of the President and Council; but in all wars which he shall engage in with their consent, or if he shall be suddenly attacked in his territories, they shall give him effectual support and assistance, he paying the troops on the following terms:

To each European - - - 15 Rupees per month.

To each sepoy - - - 7½ Ditto.

N.B. The Commissioned officers of the Company, and the superior officers of the Nabob, to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party assisting.

Article 7.

The Nabob agrees to pay unto the Honourable Company, in consideration and acquittal of all demands to this day, the sum of four lacks of rupees, which the Honourable the President and Council agree to accept, in full, for their claim on him for the Phoorza, and exactions of customs on British merchants, on condition he shall inviolably adhere to the terms herein contained; and on failure hereof, it is hereby declared, that the above sum of four lacks shall be deemed and taken to be for repaying the expence incurred by the expedition

QUICKWAR.

only: and the Honourable the President and Council, in such case, hereby declare themselves at free liberty to pursue the most effectual means for the recovery of any demands which they or their allies have or my hereafter have upon him. The said four lacks of rupees are to be paid within two years and a half from the date hereof, at the following stated periods: viz.

Two lacks within six months from the date hereof.

One lack more within twelve months from the first payment; and the one lack remaining, in the following year; for which he will enter into a bond, binding himself and his heirs, and mortgaging his whole territories.

Article 8.

In case any expedition shall be hereafter undertaken, and success attend it, the Honourable the President and Council will take care that the Nabob of Baroach shall have a recompense adequate to the assistance he may afford.

Article 9.

In consideration of the friendship established between the Honourable Company, and the Nabob, he shall have firm friendship with all their friends and allies; particularly the Nabobs of Surat and Cambay, with whom he shall enter into a treaty, and shall consider all their enemies as his, and they shall consider all his enemies as theirs. For the due performance of this article, we, on the part of the Nabobs of Surat and Cambay, become security.

Bombay Castle, 30th November, 1771.

Separate Article entered into with the Nabob of Baroach.

You, the Nabob Sahib Imtyazood Dowlah Maazud Khan Behauder Dillerjung, may live at the port of Baroach, freely believing us your friends for ever. We have given up the demands of Phoorza, its produce for forty years, overcharge in the customs on goods belonging to the merchants under the Honourable Company, and charge of the expedition sent against you. Our hearts are quite cleared, and we have made a friendship agreeable to your wishes. No demands nor answer now remain to make with you. We have given you this acquittance, in full for all demands, as above-mentioned.

We shall get paid yours, and your subjects' just debts from any persons or place under your government, on being proved. We shall admit no information against you; we look upon Baroach as ours, and Bombay as yours. This protection paper is granted you from the part of the Honourable Company, with their word as well as our word and honour, that we shall not fail in our friendship and assistance of force and ammunition upon occasion, for which purpose this everlasting protection paper is given you. All the counsellors are bound that no difference will be either with you or your children, and the friendship shall be daily increased more and more. You may, if you choose, come to Bombay with your family. For your coming and going, as well as for the performance of all the conditions herein above-mentioned, this agreement will serve you as a voucher, which we agree to perform with the Honourable Company's word and honour. Should any merchants of Baroach, or the persons under your protection, choose to trade for Bombay, we agree to their doing it freely, and paying the usual customs of this place, without hindrance on the part of the Honourable Company.

TRANSLATION of the NABOB'S BOND to the HONOURABLE COMPANY.

Know all men, that I, Imtyazood Dowlah Maazud Khan Behauder Dillerjung, Nabob of Baroach, have this day agreed and acknowledged myself indebted unto the Honourable United English East India Company the sum of four lacks of rupees, current money of Bombay; for the payment of which to be well and truly made unto the Honourable William Hornby, Esq. President and Governor, &c. Council of Bombay, at the following stated periods, I hereby bind myself, my heirs, and successors, and mortgage my whole territories, to be at the disposal of the said Company, in case of failure.

Two lacks within six months from the date hereof;

One ditto more within eighteen months from the date hereof;

One ditto more within two years and six months from the date hereof.

In witness whereof, &c. &c. in presence of my brother, my uncle, my codjee, my moonshee, my vakeel, who have also signed to this Bond, as witnesses, of its being my act and deed.

GUICKWAR.

The Nawab broke the above Treaty, and Baroach — captured in November, 1772. As the revenues had been divided between the Nawab and Futtu Sing Guickwar, the following Agreement was made with the latter, providing for his share:

CXL.

TREATY with FUTTU SING, 1773.

Seal of
Futtu Sing.

The
Company's
Seal.

Agreement between William Andrew Price, Esq. Chief for Affairs of the British Nation, in behalf of the Honourable United East India Company, on the one part, and Futtu Sing Guickwar, on the other part.

The town of Baroach, lately belonging to Mahazuz Khan, Nabob, having been conquered by the victorious arms of the Honourable Company, it is stipulated and agreed, that every thing shall remain on the footing it was at the time of the said conquest; the English and Futtu Sing, each receiving their share of the revenues, in the proportions they then stood, both within the town and territory annexed thereto. In this there is not to be any difference. Agreeable to the above, every thing is to continue.

This is the Agreement, sealed by both parties, the 12th day of January, 1773, or the 18th of Shewwel, in the 1186th year of the Hegira.

In the struggle for the Peishwaship, Futtu Sing Guickwar at first sided with the ministerial party, but subsequently joined Ragoba, through whom he made important concessions to the English, which were cancelled by Colonel Upton's Treaty, No. 124, on the assumption that the Guickwar was not competent to make them without the Peishwa's sanction.

During the war with the Mahrattas, which arose out of our espousal of Ragoba's cause again in 1778, Brigadier Goddard concluded the following Treaty with Futtu Sing Guickwar:

No. CXLI.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and FUTTU SING ROW GUICOWAR, SHEMSHEER BEHAUDER, concluded at the village of CANDEELA, in the pergunnah of DUBBOY, January the twenty-sixth, 1780.

The ministers of the Mahratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard, in the name of the Honourable Governor General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English, compelled them to take up arms in defence of their own rights and possessions, the Honourable President and Select Committee of Bombay, with the sanction and approbation of the Honourable Governor General and Council of Fort William, have appointed and authorized Brigadier General Goddard to settle and conclude a treaty of lasting peace and alliance betwixt the Honourable the English East India Company, on one part, and Futtu Sing Row Guicowar Shemsheer Behauder, for and in the name of all the Guicowar family, on the other, and the following are the articles of convention mutually entered into:

Article 1.

The English and Futtu Sing Row agree to a league of defensive alliance, and to protect each other against all foreign enemies whatever.

Article 2.

The ministers of the Mahratta State, by repeated violations of treaty, as well as their late conduct, having drawn upon themselves the just resentment of the English; having also, by undue acts of oppression, proved themselves the enemies of Futtu Sing: For these reasons, and because the most firm and sincere friendship has long subsisted betwixt the Honourable Company and Futtu Sing, the contracting parties mutually agree to enter immediately into an offensive league, excluding the government of Poonah from all share of country in the province of Guzerat.

Article 3.

The English agree to support and defend Futtu Sing in possession of his share of the Guzerat province, and Futtu Sing is to support the English in possessing themselves of, and maintaining the share now held by the government of Poonah.

Article 4.

In order to accomplish this service, as a firm friendship is now established betwixt the English and Futtu Sing, the latter agrees to join the English with 3,000 horse, according to custom, and as many more ■ he can possibly raise, to act in conjunction with them during the present war whenever they shall call upon him to do so.

Article 5.

As the present mode of partition betwixt the Poonah government and Futtu Sing is attended with great loss and inconvenience, from the disputes that must arise from the interference of the officers of each in collecting the revenues of the same places, and that lay interspersed with one another, it is agreed upon, that a new settlement of the province of Guzerat shall take place for the mutual benefit and convenience of both parties, the express object of which will be an absolute and specific partition of the whole territory betwixt the Honourable East India Company and Futtu Sing, according to the proportion of the revenues now respectively held by him and the Mahrattas.

Article 6.

Ahmedabad and its dependencies, that is to say, the country to the north of the river Myhé, now possessed by the Poonah government to be allotted to Futtu Sing, in lieu of which the English are to be put in possession of the Guicowar division of the country south of the Tappee, known by the name of Attavcessee, and their share in the revenue of the city of Surat.

Article 7.

The English will give such assistance of force as Futtu Sing may require to conquer and put him in possession of the Poonah share of the country to the north of the Myhé.

Article 8.

The final partition and settlement of the Guzerat province being made, each party is to have the distinct and sole government and possession of the division allotted him, and to hold his share independent of, and unconnected with the other, except when united for their common defence against ■ foreign enemy; which they mutually, and in the most solemn manner agree to do, in case of such attack being made upon either. And this partition and this settlement mutually agreed to is to be binding upon them and their posterity for ever.

Article 9.

Futtu Sing having requested that the English support him in withholding the annual tribute hitherto paid by him to the Poonah government, it is stipulated that the Honourable Company will do so, till ■ final peace shall be concluded betwixt them and the Poonah government, in which the interests of Futtu Sing shall be carefully and equally attended to with their own.

Article 10.

QUICKWAR.

In consideration of the advantage that will arise to Futtu Sing from the above article, and as a proof of his sincere regard and friendship for the English, he agrees to cede to them the district of Zinnose and the villages situated in the Baroach pergunnah now belonging to him, both which are to remain for ever in possession of the Company.

Article 11.

All the country and places made over to the English in this treaty by Futtu Sing, are to be delivered into their hands, and the collections accounted for to them from the day that Futtu Sing is put in possession of Ahmedabad, and no demand of collection for any past time is to be made in them by Futtu Sing.

Article 12.

It is agreed that two copies of this treaty be immediately sent to the Honourable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honourable Governor General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which, one copy so authenticated, is to remain with the Honourable President and Select Committee of Bombay, and another with Futtu Sing.

(Signed) THOS. GODDARD.

A true translation.)

(Signed) D. WATHERSTON,
Persian Translator.

This treaty was signed, sealed, and delivered to the contracting parties by each other, in presence of us, who have hereunto signed our names.

(Signed) JOHN COCKERELL,
Quarter Master General.

„ EDWARD HEARD,
Adjutant General.

By the treaty of Salbey, No. 165, Futtu Sing Quickwar's possessions were guaranteed to him, subject to the same obligations towards the Peishwa that had previously existed.

Futtu Sing Quickwar died in 1789. The succession was for some time disputed by his two brothers, Mannajee Rao and Govind Rao. During the contest the former died; and in 1793, Govind Rao, after making large cessions of territory to the Peishwa, was permitted to leave Poonah and assume the government of Guzerat. Our government objected to this cession of territory as an infraction of the treaty of Salbey, and it was cancelled accordingly. In 1800 the government devolved upon Annund Rao, a Prince of weak intellects. His brother, Canojee, assumed the office of Dewan; from which he was ejected by Rawajee, one of the late Raja's ministers. The partisans of Canojee and of Rawajee, respectively solicited the support of the British government. Pending the reference, Mulhar Rao, a cousin of the late Govind Rao, advanced with a force in support of Canojee. To prevent the subversion of Annund Rao's authority, the government of Bombay detached Major Walker with 1,200 men to the scene of action. Mulhar Rao professed submission, but suddenly attacked Major Walker's detachment. He was repulsed, and soon after completely defeated by Colonel Sir W. Clark, and at length surrendered at discretion, and received a suitable provision, which he forfeited, and died under surveillance at Bombay.

During these proceedings Governor Duncan negotiated the subjoined Subsidiary Treaty at Cambay with Rowjee Appajee, on behalf of Annund Rao Quickwar.:

No. CXLII.

ARTICLES of CONVENTION between the HONOURABLE JONATHAN DUNCAN, Esq. President and Governor in Council of BOMBAY, for and on behalf of the HONOURABLE EAST INDIA COMPANY, of the one part, and ROWJEE APPAJEE, for and behalf of ANUND RAO GUICOWAR SENAKASSKEL SHUMSHERE BEHAUDER, of the other part, for the security of the dominion and government of the GUICOWAR in GUZERAT.

Article 1.

The said Rowjee Appajee, having solicited the assistance of the English troops against Mulhar Rao, with a view of bringing him to reason, either by peaceable or hostile means, so as to prevent his ruining the country of the State

GUICKWAR.

of the Guicowar, of which Anund Rao is the proper and legitimate heir and head; and the English troops, under the command of Major Walker, having accordingly arrived in the territories of the Guicowar, and the said Rowjee Appajee being also come to Cambay to meet the Honourable the Governor: It is hereby agreed by and between them that the expence already incurred, and such others ■ may hereafter be occasioned, for the pay, allowances, and transportation of the troops, expenditure, and transportation of stores, ammunition, &c. shall be accounted for and paid, with interest, at the rate of three quarters per cent. per month of thirty days, by the said Rowjee Appajee, on Anund Rao Guicowar, and the State aforesaid, in two instalments: the first to become due on or before the 5th of October next; and the second on or before the 5th of January 1803; for the security of which he assigns and mortgages the Guicowar's share of the district of Attaveesy, near Surat; hereby agreeing that, on failure of the first instalment, the English are to take possession of the said country, and to retain the same under their own collection and management, until the whole be fully cleared and made good to the Honourable Company, with interest.

Article 2.

- It is further hereby stipulated between the Honourable East India Company and the Guicowar State, that the latter shall permanently subsidize from the Honourable Company ■ force of about two thousand sepoys, one company of European artillery, and its proportion (consisting of two companies) of lascars, the estimated expence of which, including establishment of stores, being about 65,000 rupees per month. It is hereby agreed that landed jaidad or funds be assigned so as fully to cover this expence, and whatever it may amount to, from such part of the Guicowar territories ■ may be hereafter fixed, in view to the greatest convenience of both parties; but this article is not to be carried into effect till the war against Khurry be closed, when it is also proposed, through the co-operation of the English, to effect a reduction in the number of the Arab force now kept up, and meanwhile this is to be considered as ■ eventual, and to remain at present an entirely secret article.

Article 3.

The pergunnah of Chourassey, and the Guicowar's share of the choite of Surat having been ceded to the Honourable Company in pursuance of the engagement, by letters to that effect from the late Govind Rao to the Honourable the Governor of Bombay, the same is hereby confirmed for ever.

Article 4.

This agreement to be binding and permanent when ratified by the Supreme Government of Bengal, who, in all political concerns, control the other Presidencies, but in the meantime to be in full force.

In witness whereof, the parties have interchangeably set hereunto their hands and seals, in Cambay, this 15th day of March 1802.

(A true copy.)

(Signed) H. SHANK,
Acting Persian Secretary.

(Signed) J. DUNCAN.

L. S.

(Signed) ROWJEE APPAJEE.

Seal of
the Guicowar
State.

On the 6th June, 1802, the following Treaty was concluded with the Guickwar:

GUICKWAR.

No. CXLIII.

TREATY with ANUND ROW GUICOWAR, June 1802.

Articles of Agreement between the Honourable Jonathan Duncan, Esq. President and Governor of Bombay, for and in behalf of the Honourable East India Company, and Rowjee Appajee, the Dewan, or minister of Anund Row Guicowar Senah Khas Khel Shumshere Behauder, for and in behalf of the said Anund Row Guicowar, in virtue of the full powers vested in the said Rowjee Appajee, to treat and settle for the affairs of the Guicowar principality with the said Governor of Bombay, which powers bear date the 3d of Zilkad, or 8th of March, in the year of Our Lord 1802.

Article 1.

Whereas, certain articles were, under date the 15th of March last, answering to the 10th Zilkad, entered into, under the above-mentioned full powers by the said contracting parties, in reference to the war then carrying on against Mulhar Row, and providing for the Guicowar government's defraying the whole expence thereof, and for its subsidizing a permanent force from the Honourable Company, and ceding to them the pergunnah of Chourassey and the Guicowar's share of the choute of Surat; all these stipulations are herein declared to be in full force and of equal strength and solidity, as if repeated in the present treaty.

Article 2.

Mulhar Row having commenced hostilities with the State of Anund Row Guicowar, Senah Khas Khel Shumshere Behauder, and taken possession of Vessanagur, induced Anund Row to solicit the assistance of a British force, for the purpose of effectually reducing Mulhar Row, and taking his Fort of Kurree, upon which the English sent a force to Cambay, with the view of bringing the said chieftain to reason, either by peaceable or hostile means; and the latter having, in consequence, been pursued, on account of Mulhar Row's not abiding by the advice of the English, the war has since terminated successfully for the State of Anund Row, who has, in consequence, entered on possession of the Fort of Kurree, and of its pergunnahs, and of Mulhar Row's other territories, and made a provision for him in the pergunnah of Meryad, ceding also to the English Company the pergunnah of Chickly, situated in the district of the Surat Attaveesy, in full sovereignty for ever as a spontaneous mark of his gratitude for their assistance in overcoming this opposition to his authority.

Article 3.

By the second article of the convention of the 15th of March last, it is stipulated that jaidad or landed funds, equal to the income of sixty-five thousand rupees per month, shall be assigned to the Honourable Company, to defray the expence of the subsidized force; but as, from the present incumbered and mortgaged state of the districts composing the Guicowar principality, these assignments cannot be effected, and the Honourable Company put into possession during the current year, beginning from the Mirgh of 1859, or June 1802, it is hereby agreed that the payment of the subsidy for this term shall be secured, according to the condition of a separate bond executed for this purpose, under the present date, and that the assignment of land to the Honourable Company shall be effectively and fully accomplished by the Mirgh of 1860, beginning in June 1803. This subsidy to be chargeable to the Guicowar state from the period referred to in the convention of the 15th March.

Article 4.

The second article of the convention of the 15th March last, proposing to effect a reduction in the number of the Arab force under the Guicowar government, the principal obstacle to which consists in want of ready money funds, for the liquidation of the arrears of such part of the said establishment as it is proposed to disband, and the Honourable Company meaning to extend, to this effect, some pecuniary assistance to the Guicowar State, the repayment of this amount is to take place, and be secured in manner following:—

GUICKWAR. The first payment of interest by the Mirgh of 1860, or June 1803; the second year's interest, and one-third of the principal, by the Mirgh of 1861, or June 1804; and all the remaining principal and interest by the Mirgh of 1862, or June 1805. But in the event of failing in the above stipulated payments, the revenue of the pergunnahs of Baroda, Coral, Senor, Pittad, and Ahmedabad, to the full amount of the Russud, which will be about 11,75,000 rupees per annum, shall be collected by the Company, in proportion to the advance that may be made by them: and when this debt is fully paid, the collection of that part of the revenue from the above-named pergunnahs shall revert again to the administration of the government of Baroda.

Article 5.

There shall be a true friendship and good understanding between the Honourable English East India Company and the State of Anund Row Guicowar, in pursuance of which the Company will grant the said Chief its countenance and protection in all his public concerns, according to justice, and as may appear to be for the good of the country, respecting which he is also to listen to advice. And the State of the Guicowar having represented sundry points to the governor in which it is interested, he has assured Ragoba of the general intention of the Honourable Company to protect the administration of Anund Row in all their rights, and to be aiding to its concerns with His Highness the Peishwa, or elsewhere, on all just occasions, where their assistance may prove requisite and useful.

Article 6.

For the cultivation and promoting the permanency of the good understanding between the two States, there shall be a constant good correspondence kept up between them, and agents reciprocally appointed to reside with each.

Article 7.

In future, the subjects of each State, who may take refuge with either shall be delivered up, if the State from which such party or parties shall have fled appear to have any demand of debt, or any just claim against him or them: but as a free intercourse between the countries and the two governments is also intended, frivolous claims against parties resorting from their own to the other jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

Article 8.

This agreement to be binding and permanent, when ratified by the supreme government of Bengal, which, in all political concerns, controls all the other presidencies; but, in the mean time to be in full force.

In witness whereof, the parties to the foregoing articles of agreement have interchangeably put their hands and seals, in Cambay, this 6th day of June, in the year of Our Lord 1802.

(Signed) JONATHAN DUNCAN.

Signed, sealed, and delivered in the presence of

(Signed) A. WALKER.

„ KAHMAULEDDEEN.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

(A true copy.)

(Signed) J. A. GRANT,
Sub-Secretary to Government.

Translation of a sunnud, or grant of Chickly, written in the form of a letter, to the Honourable Jonathan Duncan, Esq. Resident and Governor of Bombay, by Anund Row Guicowar Senah Khas Khel Shumshere Behauder.

Mulhar Row Guicowar Hemut Behauder, being indebted to ■ for the arrears of our annual accounts, and having exchanged bahanders, or securities, for the future good behaviour on both sides, a settlement had taken place. In th

present year Mulhar Row unjustly raised a quarrel with us, and without paying any regard to the bahanders, or securities, ■ sent to him, for the purpose of discussing the subject, the Fort of Bissanagur was taken from us, and he occasioned much disturbance in our country. Babajee Appajee, in his proceeding with troops to Katia and Katiavod, was opposed by him, and there ensued a battle. In consequence of this we despatched Kehonaleddeen Hoossein Khan Behauder and Gopal Row Bapojee to you, and begged the assistance of the Company Behauder, on condition that we shall defray the charges of their troops, for which ■ due provision has been separately made: but in testimony of our sense of the seasonable assistance afforded to us by the Honourable Company, we now make the Company ■ present of Chickly, within the province of Surat Attaveesy, to be taken possession of by the English, at the beginning of the approaching year, on Suvant 1859, and to enjoy the benefit of it for ever. In this pergunnah, whatever are the gifts and donations, such as annuities, enams of villages and grounds, charitable allowances, and the rights of the zemindars, may be observed and allowed for, according to the usual rules, and the balance of the present year against that pergunnah may be discharged, agreeable to its accounts.

Dated 2nd Suffer, or 4th June, 1802.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

(True copy.)

(Signed) J. HALLETT,
Assistant to the Secretary.

Appendix to the Treaty with Anund Row Guicowar.

APPENDIX, No. 1.

Translation of an engagement by Mulhar Row Guicowar Himut Behauder to the Honourable the Governor of Bombay.

Having through my misfortune fallen into a warfare with the State of Brodera, and been defeated by the army of the said State, assisted by the arms of the Honourable English East India Company, I surrendered myself, on a promise of security to my life and my honour, since which the government of Brodera hath, at the instance of the Governor of Bombay, on the condition of my sending for my family, and abstaining from all direct or indirect disturbance or conspiracy against either State, made the following provision for me; viz. that out of the pergunnah of Meryad (which is the ancient seat and abode of my predecessor) a jaidad of ■ lack and a quarter rupees be assigned and committed to me, for the support of me and my children, family and brothers: wherefore I agree, and give in writing, that exclusive of watchmen, not to exceed two hundred men, and a due proportion of sebandy to make my collections, I am not to maintain any troops whatever; hereby consenting, that the officers of the Circar of Brodera and of the English gentlemen, may at any time, after ascertaining the fact, cause any excess in my establishment, as above mentioned, to be dismissed. Neither am I ever to erect any fortifications, but to demean myself, as shall my son, brothers, and followers, in all respects as becomes a true well-wisher of both States without any deviation or difference whatsoever. As my securities in which respects Major Walker, on the part of the Honourable Company, and Meer Kahmauleddeen Hoossein Khan Behauder, have at my instance engaged their responsibility, and likewise undertaken to be the guardians of my rights, under this deed and engagement: and should there prove any deficiency in the jaidad of 1,25,000 rupees, those gentlemen are, by interposing with the officers of the Brodera government, to cause it to be made up. Besides this, if, after experience had of my good behaviour and the security of my heart, and there thence remaining no doubts respecting me, it should ever please Anund Row Sena Khas Khel Shumshere Behauder, with the approbation of this government, to make any increase in the present provision for me, I shall have cause to be thankful ■ that account.

Dated 1st of Suffer, 1217, or 2d of June, 1802.

N.B. A copy of the original of this engagement has been deposited with the officers of Rajah Anund Row's government.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

QUICKWAR.

APPENDIX, No. 2.

The Governor of Bombay to Mulhar Row Himut Behauder.

Having perused your engagement of the 1st of Suffer, I approve thereof: you are, therefore, in full security, to repair and continue to dwell with your son and brothers, and now dispersed family (whom you are to send for) at Meryad, on the terms of the sunnud of the 5th of Suffer from Rajah Anund Row Sena Khas Khel Shumshere Behauder; and in condition of your acting according to the sunnud in question, and conforming to your engagement aforesaid, you may be certain of enjoying the full protection of both Circars, that is, of the English and of Brodera, nor shall any one, either now or hereafter, have the power to occasion you causeless or unjust molestation.

Dated — of June, 1802, or 5th of Suffer, 1217.

(Signed) JONATHAN DUNCAN,



(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 3.

From Mulhar Row to Anund Row Guicowar.

After compliments. Having been indebted to you in money, and having bahanders, or securities, between us, I have created a dispute with you, and after entertaining forces have taken your Fort of Visanaghur, and occasioned disturbances in your country, and there ensued a battle with Babajee Appajee.

This induced you to solicit the assistance of the English Behauder. The Honourable Jonathan Duncan Behauder proposed to me a peaceable adjustment, which I did not attend to, wherefore the English, in prosecution of their support to you, have taken from me the Fort of Kurree, and all the territories belonging to me, and delivered them into your Circar, and for myself made provision of 1,25,000 rupees per annum from the pergunnah of Meryad, which has been given to me through His Honour's means, which I shall accept, and together with my son, family, and brother, will behave to you peaceably. With regard to my conduct the Honourable Governor hath satisfied you, and according as he has thus signified, so shall we conduct ourselves peaceably, without deviation. This jaghire, which has been given me for the maintenance of my family, I shall enjoy, and remain contented with it. I have no sort of claim on you respecting my former places; but if, in conformity to my engagement, I shall continue to conduct myself peaceably, according to the Governor's order, you will get my jaidad a little increased from the Circar.

Dated the 2d Suffer, or 3d of June, 1802.

Major Walker, on the part of the English East India Company, and Meer Kahmauleddeen Hoosein Khan, are my behauders, or securities, for the purpose of this writing.

(Signed) MEER KAHMAULEDDEEN HOOSSEIN KHAN, as guarantee.
MAJOR WALKER, as guarantee.
(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 4.

From Anund Row to Mulhar Row Guicowar Himut Behauder.

After compliments. The following are the articles for the management of the villages given from the Circar as a jaghire. The pergunnah Meryad, to the value of 1,25,000 rupees, for your expence, and the maintenance of your family; viz.

FIRST.—The pergunnah of Meryad shall never experience any imposition for the exaction of labour, Binny Bandry, or other articles whatever.

SECOND.—The rule respecting hay, &c. will be continued to you, as it is usually observed in that pergunnah. GUICKWAR.

THIRD.—In case of your being oppressed by the coolies or murrassies, and if you cannot overcome such difficulties yourself, ■ force shall be sent agreeably to your requisition, and these evils shall be thereby removed.

FOURTH.—Your relations and friends at Kurree shall never experience any molestation provided they conduct themselves peaceably.

FIFTH.—You may receive from the pergunnah the 1,25,000 rupees in the manner directed by its deed.

SIXTH.—In case of any calamity, accident, or damage falling to the pergunnah, ■ due allowance or credit will be given on examination of its accounts.

The foregoing six articles shall be complied with by the Circar, for which Major Walker, on the part of the English East India Company, and Meer Kahmauleddeen Hossein Khan Behauder, are given as guarantees and mediators.

7th Suffer, or 8th June, 1802.

Signature of Raoba, his Dewan.

Seal of
Anund Row.

N.B: These articles were particularly solicited by Mulhar Row, and granted ■ an additional favour by Raoba, through the Governor's mediation, just previous to the latter taking leave to return to Brodera.

(Signed) JONATHAN DUNCAN.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 5.

Translation of a Letter from Anund Row Guicowar, to Suckharam Chinnajee Subedar of Surat Attavessy, dated 2d Suffer, 1858, or 3d June, 1802.

On account of disturbances raised by Mulhar Row Guicowar Himut Behauder with the Circar, the Honourable Jonathan Duncan, Esq. President and Governor of Bombay, was called on for assistance, therefore the Mahal of Chickly, within the province of Surat Attavessy, has been given to the Honourable Company, ■ ■ donation for them, to enter into possession at the beginning of the ensuing year 1859, excepting such gifts and allowances that this Mahal is subject to, which shall be observed and complied with.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 6.

Translation of ■ Letter from Anund Row Guicowar, &c. to Vital Row Babajee, Camavisdar of Chickly, dated the 2d Suffer, 1858, or 4th June, 1802.

In consequence of the disturbances raised by Mulhar Row Guicowar Himut Behauder with the Circar, the Honourable Jonathan Duncan, Esq. President and Governor of Bombay, having been applied to for assistance, the pergunnah of Chickly within the limits of Surat Attavessy, has been in consequence given to the Company of the English Behauder, as ■ ■ enaum, or donation, for them to enter into possession of it at the beginning of the approaching year or Suvant 1859; wherefore you will deliver over to the Company Behauder the charge of it accordingly.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 7.

Translation of ■ Letter from Anund Row Guicowar, &c. to the Zemindars of Chickly, dated Jesta Soodhe 4th, 1858, or 4th June, 1802.

In consequence of the disturbances raised by Mulhar Row Guicowar Himut Behauder with the Circar, the Honourable Jonathan Duncan, Esq., President and Governor of Bombay, was called on for assistance, therefore the Circar has

QUICKWAR.

given to the Company of the English Behauder the Mahal of Chickly ■ ■ donation, to be taken possession of by them from the beginning of the Suvant 1859 ; saving always and subject to the gifts and donations, such as daily allowances, annuities, enams of lands and villages, charitable allowances, derakdars, jassus, and the rights of the zemindars, and whatever there may be in this mahal : therefore you will be obedient to their orders, and attend to the annual gifts, and exemptions above specified ■ usual.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 8.

Translation of a Letter from Anund Row Guicowar Senah Khas Khel Shumshere Behauder, to Myral Narayan, dated 5th Suffer, or 6th June, 1802.

Soorsun-esuney Myatyne-vu-aluf (the date of the year in Arabic).

On account of the English Company Behauder battalions or troops, expence 50,000 rupees value in jaghire, from the pergunnah Mudyad, is made over ; you will put them in possession accordingly.

Signed and sealed.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 9.

Translation of a Sunnud for Dholka, executed by Anund Row Guicowar, to the Honourable Jonathan Duncan, Esq. President and Governor, on behalf of the Honourable Company, dated 5th Suffer, or 6th June, 1802.

A body of the Honourable Company's forces, consisting of two thousand men, besides the artillery, have been subsidized by our government : their charges are to commence from the date of the reduction of our Arab sebundy : Landed funds are to be assigned in discharge of this subsidy ; but for the ensuing year 1859, all the territories or mahals belonging to the Guicowar State having been incumbered by mortgages, these assignments cannot be immediately carried into effect, wherefore it hath been agreed, that at the beginning of the year 1860, the pergunnah of Dholka shall be assigned toward defraying the charges of the subsidized troops, for their future services, and accordingly in the year 1860, this pergunnah shall be put into your possession, for the purposes of the above-mentioned charges. In this pergunnah of Dholka whatever annuities, daily allowances, charitable allowances, donations and derakdar's allowances there may be, should be observed and continued. In the same manner are also some villages in this pergunnah allowed for the private expences of women of Guicowar families, which are to be continued : the deficiency in the collection arising on this account shall be annually paid in cash.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

(A true copy.)

(Signed) JOHN WILLIAMS,
Assistant to the Secretary.

APPENDIX No. 10.

Translation of a Bond, executed by Anund Row Guicowar to the Honourable Jonathan Duncan, Esq. President and Governor, ■■ behalf of the Honourable Company, dated 5th Suffer, or 6th June, 1802.

Whereas, a body of the Honourable Company's troops, consisting of two thousand men, besides artillery, have been stationed with us, the expence of which is to commence from the date of the reduction of our Arab sebundy ; and whereas we possess no means convenient to appropriate, or landed funds to defray, their expence for the first year, which amounts to rupees 7,80,000, therefore, in part thereof, a jaidad, equal to 50,000 rupees ■ year, from the

villages of Meryad, has been assigned, and the balance (rupees 7,30,000) shall be discharged within one year in cash, with nine per cent. interest, for which is pledged the revenue of Kurree, after deducting the real charges and the proceeds, or what shall be recovered on account of the collections of Bhawnagur, and of Katia, and Katiavad, for the Gentoo years 1857 and 1858, or through any other means, the sum of 7,30,000 rupees shall be discharged in ready money, in one year. For the due compliance with this, Babajee Appajee and Kahmauleddeen Hossein Khan have been tendered and delivered as securities. -GUICKWAR.

Seal of
Anund Row.

Securities, Babajee Appajee, whose name is signed by Ramjee, and Kahmatleeddeen Hossein Khan.

The
Seal.

(A true copy.)

(Signed) J. HALLETT,
Assistant to the Secretary.

APPENDIX No. 11.

Translation of a Letter or Sunnud from Anund Row Guicowar, to the Honourable Jonathan Duncan, Esq. President and Governor of Bombay, dated the 5th Suffer Auvun 1859.

In consequence of the disturbance raised with this Circar by Mulhar Row Guicowar Himut Behauder, I have taken possession of his territories through your means; viz. Kurree Eupperbund Deogong, whilst for the maintenance of his family and himself, it has been agreed to make a provision in the pergunnah of Meryad, which, inclusive of the Kelladary or Fort, and articles situated therein, is known to be equal to a rental of 2,25,000 rupees, out of which he (the said Mulhar Row) shall, on his residing at Meryad with his family as follows, subject to an established or former annual varauth or assignment in favour of Kahmauleddeen Hossein Khan, on account of his pay and allowances to the amount of 50,000 rupees a year, including which last varauth we have put in possession of Mulhar Row the Cusba, and such part of the villages of the said pergunnah ■ shall yield him 1,75,000 rupees, upon your being the guarantee; and the remainder, to the amount of 50,000, of this pergunnah, comprehended in its villages, to that amount indiscriminately taken, is made over to you, towards the charges of the subsidized troops, which amount you will accordingly receive on the said account. In this pergunnah whatever donation, annuities, and dirakdare's allowances are usually paid, should be observed, in proportion to the share of each party; and the camavisdars' balance on the mahal in question shall be rateably discharged by each, according to the accounts thereof.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

(A true copy.)

(Signed) J. A. GRANT,
Sub-Secretary to Government.

APPENDIX No. 12.

From Anund Row Guicowar Senah Khas Khel Shumshere Behauder to the Zemindars of the Pergunnah of Mudyad or Murvad.

Be it known to all, that out of the villages of this pergunnah, revenue funds, amounting to 50,000 rupees, are assigned, in part of the expence of the British subsidized troops.

GUICKWAR. You ■■ directed to deliver the power in this jaghire to the English Company Behauder, from the beginning of the now commencing year, making over possession to them, and yielding obedience to their authority and management.

Dated Jeylsood 6th, 1858, or 5th Suffer, 6th June, 1802.

Signed and sealed.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 13.

Private Engagement to Rowjee Appajee.

It is the intention of the government of Bombay, that the Dewanship of Rowjee Appajee, in the Circar of Brodera shall be permanent, and that his son, brothers, nephews, and relations and friends shall be duly protected and supported by the Honourable Company in their just rights; and if the Guicowar Sena Khas Khel Shumshere Behauder, or any body else should unreasonably treat them ill, or offer any undue molestation, the Company will protect them by interfering in their behalf. In witness whereof, I have hereunto put my hand and seal, at Cambay, this 8th day of June, in the year of our Lord 1802.

(Signed) J. DUNCAN.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 14.

Grant of the Village of Bhatta, in the Pergunnah of Chourassy to Rowjee Appajee.

The Honourable English East India Company, placing the greatest reliance in the good faith and attachment of Rowjee Appajee, Dewan of the Guicowar State, and having in view to extend always their permanent protection to him and to his relations, have, for the purpose of his and their abode, granted to him, from the beginning of the current year 1859 (June 1802) in enam for himself, his sons, and their or his children, for ever, the village of Bhatta, in the pergunnah of Chourassy, to the end that, entering on the possession thereof, he may appropriate its produce to his support.

Dated the 6th June, 1802, or 5th Suffer, 1215 of the Hegira.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 15.

Cambay, 27th February, 1802.

Mr. Miguel de Lima e Souza, having read and explained to us yesterday, the 26th instant, the several letters written to him by our vakeel, Gulabchund Taluckchund, at Bombay, making the Honourable English Company several proposals mentioned in them, for putting into their protection and possession our ports and territories stated in those letters, under several conditions therein stipulated, we do hereby confirm the same, and promise never to deviate from any of the proposals made by our said vakeel Gulabchund, in his several letters to the said Mr. Miguel de Lima ■ Souza. In witness whereof Munabay Gerbay, his brother's uncle, and such of his relations who have ■ right in the territories

mentioned by Gulabchund Taluckchund in his letters to Mr. Miguel de Lima e - GUICKWAR.
Souza, as are present at this place, have put their names to this, and the signature
of others will be taken on their arrival at Dollerah.

The above was written, read, explained, and signed, before us,

Witnesses :

(Signed) ROBERT HOLFORD.	(Signed) TACOR MUNABAY GERBAY.
„ MUNGAJEE RANGAJEE.	„ TACOR SESSMUTJEE SEETOJEE.
■ GULABCHUND TALUCKCHUND.	„ TACOR DESSABAY RAZABAY.
	„ TACOR KULLABAY GERBAY.
	„ TACOR VEGAJEE SESSABAY.
	„ TACOR HACKABAY CATTABAY.
	„ TACOR SORRABAY SATABAY.

Dollerah, 5th March, 1802. The following people signed the paper on the
other side, confirming the proposals made to the Governor of Bombay, by
Gulabchund Taluckchund, in his several letters to Mr. Miguel de Lima e
Souza.

Witnesses :

(Signed) GALABCHUND TALUCKCHUND.
„ MUNGAJEE RANGAJEE.

The mark + of NATHOJEE BALLIAJEE.

TACOR MUNGAJEE ROUZAJEE.
TACOR BARABAY BAZAJEE.
TACOR RUPABAY MOZEE.
TACOR UNEZEE ALLIAJEE.

I, Bugwandoss Nathjee, in charge of the Desseyship of Dandoorah, do hereby
declare, that the Gracias, who have ratified and confirmed by their signature,
on this and the other side, the proposals made by their vakeel, Gulabchund
Taluckchund, to the English government in Bombay, in his several letters to
Mr. Miguel de Lima e Souza, being sent for, they one and all declared they have
put their name to this paper, and that on the other side, from their free will.
In witness whereof, I have put my name, in Dollerah, the 6th March, 1802.

Dollerah, the 6th March, 1802. Churassa Jeejee Agersingjee, inhabitant of
Gamp, having just arrived, declared before Bugwandoss Nathjee, that he had
desired his relations, Lessajee Sallojee and Munabay Gerbay, to offer to the
government of Bombay his and his family's villages, Vajhe, Morising, Sandially,
Pimply, Timboo, Dawser, part of Cataria, and two other pieces of land, on the
same terms as they might offer their own : and having seen and had the terms
read and explained to me, I do hereby confirm them, and promise to abide by
everything done and agreed upon by Sessajee Sallajee, and Munabay Gerbay,
through their agent, Gulabchund Taluckchund, agreeable to what is written in
his several letters to Mr. Miguel de Lima e Souza. In witness whereof, he had
made his mark, in the presence of Bugwandoss Nathjee Dessay, and other
witnesses.

Dollerah, the 6th March, 1802.

The mark + of CHEERASSAMA.

BUGWANDOS NATHJEE.
MUNGAJEE RANGAJEE.
DAM WALLAH GERDIAH.
JEEJEE AGERSINGJEE.

Churassama Bavajee Ballajee, who owns Vaghas, consisting of eight large
and small villages, came in and confirmed the proposals made by Gulabchund
Taluckchund, and also the signature of Churassama Jeejee Agersingjee, 18th
March, 1802.

The mark + of CANAJEE BALLAJEE.

The mark + of BHINJEE KANJEE.

(True copies.)

(Signed) J. HALLETT,
Assistant to the Secretary.

We, the undersigned, do hereby promise, that we shall not, on our arrival at
Dollerah, make any disturbance with anybody there, or touch any thing whatever
belonging to any inhabitants, so as to afford ~~any~~ for complaint; we do also

GUICKWAR. promise to give Mr. De Souza every assistance to try and examine every thing we have set forth in our proposals, and shall remain quiet and silent until the Honourable the Governor determines to accept or not our proposals.

Cambay, the 28th February, 1802.

(A true copy.)

(Signed) JOHN WILLIAMS,
Assistant to the Secretary.

APPENDIX No. 16.

Translation of a Perwannah.

Anund Row Guicowar Senah Khas Khel Shumshere Behauder, to the Gracias of Dhoondooka Choodasama and others, landholders under the said pergunnah. You have, in consequence of the oppressions from the Rajah of Bhowmagur Limree, and other powerful neighbours made application to the Honourable the Governor of Bombay, about four years ago, and offering him the villages, requested his protection; and at your repeated solicitations upon the subject, the Governor instructed Mr. Miguel de Lima Souza, on account of the Honourable Company, to make the necessary inquiries respecting the following villages, which you have assigned over; viz. Roytulla, Dholera, Bhimtulla, Bhangur, and Kuperally, and the district of eight villages, altogether about thirteen villages, and what further villages that shall be hereafter under the Company's protection. Thus you have represented to me in person; whereupon this cowl perwannah (a grant) is issued to you from the Circar, that after cultivating your respective grounds in the above-mentioned pergunnahs, you may enjoy a peaceable residence there. The Peishwa's khundrug for the pergunnah Doondooka and the Circar's usual Jumma-bundy to be regularly paid, and you shall experience no oppression from the Circar. The Honourable Company shall have the government of those villages, inhabit and cultivate them, and shall take upon themselves the management of the port, and hoist their flag; therefore you may rest assured, and observe the usual rules and customs in your conduct, for which you have this cowl from the Circar. Dated Jah Soodke 2nd, 1858, or 2nd of June, 1802.

(A true copy.)

(Signed) JOHN WILLIAMS,
Assistant to the Secretary.

To enable the Guickwar to bear the expence of the subsidiary force, it was necessary to disband the Arab mercenaries in his service. With this view, and in confirmation of the preceeding agreements, the Guickwar signed the following Instrument:

No. CXLIV.

AGREEMENT concluded between the RESIDENT at PARODA, and ANUND RAO GUICOWAR, dated the 29th of July, 1802.

Malsa Kaunt
(in the Rajah's own
hand writing.) I, Anund Rao Guicowar Sena Khas Khel Shumshere Behauder, do hereby confirm and ratify such compacts and agreements as my faithful Dewan, Rowjee Appajee, hath in my name and on my behalf, made and concluded with the Honourable the Governor of Bombay.

FIRST.—I hereby confirm and ratify such grants of land as my said Dewan, Rowjee Appajee, has made to the Honourable Company either in enam or jaidad; and I also declare, that I hold myself, my heirs and successors, bound to repay in money, or in such further landed assignments as may be sufficient for the purpose, all debts and expences which the English government have been at or contracted in the course of the military operations in Guzerat, undertaken for the support of my government.

SECOND.—I entirely approve and highly commend the prudence of my Dewan in having obtained a body of English troops to remain permanently in this country, as on their courage and fidelity I place an unlimited dependence.

I have determined that the payment of this subsidiary force shall commence from the first of this month, English style, or first of Assar 1859, Hindee Æra.

THIRD.—As I repose an entire confidence in the English, I depend on their friendship to shield me from misfortunes. I am sensible that there are many evil-disposed persons amongst the Arabs, who, disregarding my legal authority, have plotted against my liberty, and even my life. By the favour of God, they have been defeated; but should their wicked machinations at any time hereafter succeed, I shall expect the English to release me; and desire that all my acts and deeds, although executed by me in the usual form while in that state of restraint, may be considered as of no validity. I desire, therefore, that my subjects will pay no attention to my orders in this situation, but hear what Major Walker has to say, strictly following his directions and assisting him in every measure that he shall devise or direct for restoring my person to freedom.

Whoever, in short, shall either bring Canoojee into the management of affairs, or shut me up in the Fort of Baroda, or elsewhere, is a rebel; and I fully authorize the aforesaid Major Alexander Walker, or the person intrusted with the chief management of the Company's affairs in Guzerat, to chastise such disturbers of government, and bring them to that punishment which is due to those who endanger the person of their sovereign in every part of the world.

Thus, therefore, I order all the faithful officers of government, sildars, subundy and others, on any of the foregoing events occurring, to obey Major Walker's orders.

FOURTH.—Whereas, it is signified in certain articles of agreement between the Honourable Company and my Dewan, Rowjee Appajee, that the English government is disposed to assist in reducing the Arab force in my service, Major Walker, Resident on the part of the English government at Baroda, consents to assist me with a pecuniary loan to effect this reduction, on the following terms:

FIFTH. As it seems impossible that I can retrieve myself or my country from its present embarrassments, without reforming and reducing the expence in every department, I do hereby promise and agree to make the necessary reductions by degrees. The objects of reduction are contained in the annexed account; and, if possible, they shall be effected at the periods specified opposite to each of the articles.

SIXTH.—Before any money is to be advanced, Major Walker must be satisfied that a real and effective reduction shall take place. For this purpose, an exhibition must be made of the accounts and a muster taken of the troops in the presence of three persons; viz. one on the part of the Company, one on the part of the Guicowar government, and the third by such of the jemadars or parikhs as may be the agents of the subundy. According to this muster, the accounts shall be taken and discharged.

SEVENTH.—I do hereby further agree and promise that I shall positively reduce the Arab and other force within six or eight months after the present reduction is accomplished, to the standard of Futteh Sing's time; but to enable me to perform this stipulation, it will be necessary for the English government to assist me, as they have done on the present occasion.

EIGHTH.—Provision is already made in the 4th article of agreement, executed and interchanged between the Honourable the Governor of Bombay and my Dewan, Rowjee Appajee, bearing date the 6th June, or 5th Suffer last, for the payment of the principal and interest of the money to be advanced by the Company; but as it has since been proposed to pay the same off one year sooner than is thereby provided, by applying the entire russud of the lands appropriated by that article to the amount of 11,75,000 rupees per annum, to the discharging in equal proportions of the principal and interest of the money to be advanced by the Company, and by such other persons as may engage therein, Major Walker accepts of the modification by which the Company's advance may be liquidated one year sooner than it would be by a strict adherence to the letter of treaty; it being, however, always understood, that the provisions in the 4th article of the said treaty of the 6th June, or 5th Suffer, are always in full force, the same as if this subsequent engagement had not been made, in the event of the repayment of the Honourable Company's loan, as well of principal as of interest, failing to be made good in the more speedy mode now proposed. The amount of the above receipt, or russud, is to be collected every year from the comavisdars of the pergunnahs allotted for this purpose in the treaty of the 6th of June, by such persons as the government of Bombay may appoint.

GUICKWAR.

NINTH.—Interest ■ that part of the pecuniary assistance and aid which the Company may give on this occasion, shall be reckoned and accounted for from the time the said Company may raise a loan for that purpose, and it shall be reckoned every six months at the rate of three quarters per cent. per month of thirty days, instead of every year, or every twelvemonth; all or any loss by exchange, or otherwise, which may arise by bringing the money from Bombay to this place, shall be on my account and made good by me and my successors.

TENTH.—Conformably to Major Walker's suggestions and wishes, the articles contained in this declaration were written, and to which I have given my assent. But in the event of evil-disposed persons attempting any thing unfair or unreasonable against my person, my Dewan, Rowjee Appajee, his son, his brother, nephew, or relations, and Madow Row Tatia Muzumdar, or even should I myself or my successors commit any thing improper or unjust, the English government shall interfere and see in either case that it is settled according to equity and reason.

I have also required of Major Walker, on the part of the Company, to promise that my State and government shall be permanent, and descend to the lineal inheritors of the musnud, and that the dewanship shall be preserved to Rowjee Appajee.

In the last place, I desire to form the most intimate connexion with the Company, and that all business with the Poona durbar may be jointly managed by the English Resident and my vakeel.

Such are my wishes and sentiments, ■ help me God.

Given at Baroda, 29th of July, 1802.

Witness :

(Signed) **GOPAL RAO BAPOOJEE,**
Vakeel in behalf of Sena Khas Khel Shumshere Behauder.

(Signed) **MIGUEL DE LIMA E SOUZA.**

The date of the Mahratta version, in the handwriting of the dewan, ■ also the signature "Anund Row Guicowar Sena Khas Khel Shumshere Behauder."

The following words are written in the Rajah's own hand :

"The above writing is true."

Seal.

The Arabs refused to take their discharge; and having possession of the Raja's person they declined to liberate him, until a breach had been made in the Fort of Baroda, when they accepted their arrears of pay and left the country. Some of them broke their pledge and joined Canojee, but were soon defeated and dispersed. On the termination of these events the following Agreement, supplementary to the treaties of 1802, was made:

No. CXLV.

AGREEMENT with ANUND ROW GUICOWAR, in 1803, supplementary to the TREATY of March and June 1802.

Translation of ■ copy of a Letter to the Honourable English East India Company, from Anund Row Guicowar Sena Khas Khel Shumshere Behauder, dated the 1st Shaval, or 25th January, 1803, accompanying the Resident of Baroda's letter of the 14th February, received at Bombay the 20th ditto.

After compliments.

Par. 1. It being agreed between ■ to subsidize your troops to the strength of two thousand in number, the following jaghire is ceded for that purpose; viz
Rupees 1,25,000 From the pergunnah Muryad, the amount that had been reserved after deducting ■■ lack of rupees for the maintenance of my senior, Mulhar Row Guicowar Heemut Behauder, who having in the current year fled, in such case it ought to be credited from the next year to your account.

Rupees 1,30,000	Being the estimated revenue of the Neezapoor Mahaul; viz.	GUICKWAR.
	Net collection about - - - - -	Rupees 1,20,000
	Durbar charges, &c. - - - - -	„ 10,000
	Total „	1,30,000

Rupees 25,000 From the pergunnah Kurree, that is situated in the
 Rupees 2,80,000 pergunnah of Nuzapoor, say two lacks, eighty thousand
 rupees worth in jaghire, duly ceded in the manner above
 recited, to commence from next year 1860, Sun Arba
 Myabine 1204.

2. The amount you will have to disburse on account of the respective pergunnahs, yearly gifts, charity, darikdars, and durbar charges, shall be duly accountable to your Circar by my Circar, in seeing the same regularly paid, together with the produce of the enam villages.

3. On your faithfully executing the Circar's service, take the advantage of this assignment, for the support of the troops. I call God to witness this.

4. Soohoor Sun Salas Myatypne Onaluf 1203. What can I write more?

Anund Row's
Seal.

Mortub.

Statement of the Districts ceded to the Honourable Company by Anund Row Guicowar.

1. The pergunnah of Dholka - - - - -	Rupees 4,50,000
2. Ditto Meryad - - - - -	„ 1,75,000
2. Ditto Bejeapoor, including the Raja's khanjee, or the revenues allotted for his private expences - - - - -	„ 1,30,000
3. A Tappa of Kurree, contiguous to Bejeapoor -	„ 25,000
	<u>Rupees 7,80,000</u>

Baroda, 18th February, 1803.

(Signed) A. WALKER,
Resident.

Letter or Sunnud, dated 1st Saval, or the 25th January, 1803, and addressed to the Honourable English Company by Anund Row Guicowar Senah Khas Khel Shumshere Behauder.

Two thousand of your troops are in our service, for their part maintenance it is agreed to give jaghire lands as follows; viz.

In Meryad, deducting assignments or money agreed to be transferred to the amount of ■■■ lack of rupees (1,00,000) the remainder of the revenue of that district being one and quarter lack of rupees (1,25,000) was allotted for the support of our relation, senior to us in years, Mulhar Row Guicowar Heemut Behauder, which, ■ the aforesaid fled in the same year, is given to you.

The pergunnah of Vejapoor, valued at one lack and thirty thousand rupees (1,30,000) viz. the revenues, one lack and twenty thousand rupees (1,20,000) and durbar kirch with other articles, ten thousand rupees (10,000.)

The Tappa of the pergunnah of Kurree of twenty-five thousand rupees (25,000) adjoining Vejapoor.

These jaghires yielding two lacks and eighty thousand rupees (2,80,000) are given to you from ——— of the ensuing year 1860 (or Anno Domini 1803-4.)

GUICKWAR.

Out of these it will be necessary to pay the annual allowances. Versasun Dheunada, or charities and dirakdars, daity and durbar kirch, the amount of which you may take credit for, and I will discharge it.

It is necessary that the troops be supported from the provision thus made, and that they serve us with respect and fidelity.

Stamped with the seals of the State.

(A true translate.)

(Signed) R. DRUMMOND.

(A true copy.)

(Signed) A. WALKER.

Resident.

A Letter or Sunnud, dated the 10th Mohurram, (3d May,) and addressed to the Honourable English Company by his Highness Anund Row Guicowar Sena Khas Khel Shumshere Behauder.

Having maintained my honour and the good of the State, I have given to you in enam the Fort and jaghire village of Keda or Kaira; take therefore and enjoy the Fort and village aforesaid, and as you have hitherto maintained friendly intercourse with my Circar, and thereby done me honour, continue to do so.

I excuse you of the annual nuzzerana from thence.

It is hoped that your Sirdars or officers of rank here, will always behave faithfully and respectfully towards us.

Stamped with the seals of the State.

(A true translate.)

(Signed) R. DRUMMOND.

(A true copy.)

(Signed) A. WALKER,

Resident.

Letter or Sunnud, dated the 11th Suffer, (or the 2nd June, 1803,) and addressed to the Honourable English Company by Anund Row Guicowar Sena Khas Khel Shumshere Behauder.

Two thousand of your troops are already provided for by treaty; besides them another thousand is now subsidized. In part payment thereof the following places are given from the beginning of the ensuing year; viz. the pergunnah of Mattar valued at one lack and thirty thousand rupees (1,30,000); the pergunnah of Modha, or Monde, one lack and ten thousand rupees (1,10,000); the customs of Kimkatodra, north of the Tappee, fifty thousand rupees (50,000). These, amounting to two lacks and ninety thousand rupees (2,90,000), I have given in jaghire for the expence of the additional thousand troops entertained by treaty.

Out of the funds of these possessions it is necessary that you continue to make the usual allowances annually of charities, dirakdars, daity, and assamidars, and durbar kirch heretofore. Should, thereby the amount stipulated for the subsidiary force fall short it shall be made up from the Circar.

Having taken and appropriated the fruits of the above places for the support of the additional thousand troops, it is necessary that your Sirdars perform the services of the Circar in a respectful and faithful manner.

Stamped with the seals of the State.

(A true translate.)

(Signed) R. DRUMMOND,

(A true copy.)

(Signed) A. WALKER,

Resident.

Translation of ■ Sunnud from Anund Row Guicowar Senah Khas Khel Shumshere Behauder, to Bhowany Pursaud and Vaney Pursaud of Kimkatodra, dated Moon Suffer, or 2nd June, 1803.

GUICKWAR.

The management of the Syer of Kimkatodra Tappee Wooter Teer, or on the north side of the Tappee river, is taken from you and given to the Honourable Company ■ account of the subsidy engagement; therefore you will deliver over the charge of the said Syer, from the first Karticksood Arabah Meytane, (or from the 16th October 1803) to the Honourable Company.

(Signed) A. WALKER,
Resident.

Translation of a Sunnud from Anund Row Guicowar, Senah Khas Khel Shumshere Behauder, to all the Jemadars of Kimkatodra, Tappee Wooter Teer, or on the north side of the Tappee River, dated the 11th Suffer, 1859, or 2nd June, 1803.

I have discharged Bhowany Pursaud and Vaney Pursaud, from the management of the Syer Kimkatodra Tappee Wooter Teer, and given it to the Honourable Company on account of the additional subsidy, wherefore you will obey this order, and deliver over the charge of the said Syer, from the 1st day of Mergsaul, to the Honourable Company.

(A true copy of the translation.)

(Signed) A. WALKER,
Resident.

It being desirable to consolidate the stipulations of all the existing agreements with the Guickwar into one definitive treaty, and to augment the subsidiary force, the following Treaty was concluded on the 21st April, 1805:

No. CXLVI.

TREATY with ANUND ROW GUICOWAR, 1805.

Definitive Treaty of general defensive alliance between the Honourable English East India Company, on the one part, and the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, and his children, heirs and successors, on the other, settled by Major Alexander Walker, Resident at Baroda, having full powers from the Government of Bombay, which is, in like manner, authorized by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Governor-General in Council, appointed by the Honourable the Court of Directors to direct and control all their affairs in the East Indies.

Whereas various agreements have been concluded between the Honourable Company on the one part, and Anund Row Guicowar Sena Khas Khel Shumshere Behauder, on the other, all tending to improve and increase the friendship and alliance between the contracting parties; viz. ■ convention dated at Cambay, the 15th March, 1802, settled by the Governor of Bombay on the part of the Honourable Company, and by Rowjee Appajee, Dewan on the part of Anund Row Guicowar Sena Khas Khel Shumshere Behauder; ■ agreement dated at Cambay, the 6th June, 1802, settled by the Governor of Bombay on the part of the Honourable Company, and by Rowjee Appajee, Dewan on the part of Anund Row Guicowar Sena Khas Khel Shumshere Behauder; and ■ agreement made by Anund Row Guicowar Sena Khas Khel Shumshere Behauder, with Major Alexander Walker, Resident at Baroda, ■ the part of the Honourable Company, dated at Baroda, the 29th of July, 1802; and whereas it is desirable to consolidate the stipulations of all these separate engagements

GUICKWAR. with ■■■ definitive treaty, and further to improve the state of alliance of the contracting parties, in like manner ■ has been applied for by the aforesaid Rowjee Appajee, in his letter of the 10th of Suffer (or 12th June, 1803) desiring that the present engagement between the Honourable Company and the Guicowar State may be drawn up in terms consonant to those employed in the treaty of Bassein, between the Honourable Company and His Highness the Peishwa, and the said Company, and the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, do hereby accordingly agree to the following articles framed for that purpose:—

Article 1.

All the stipulations of the engagements heretofore made between the contracting parties, and above recited, viz. on the 15th of March, 6th June, and 29th July, 1802, are hereby confirmed, and are to bind the contracting parties, their heirs and successors, for ever.

Article 2.

The friends and enemies of either party shall be the friends and enemies of both; and if any power shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction which the contracting parties shall have required, the contracting parties will proceed to prosecute such further measures ■ the case shall appear to demand.

Article 3.

Whereas, in conformity to the agreements heretofore made between the Honourable Company and the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, a subsidiary force of two thousand men was subsidized, and inclusive of the half augmentation of the subsidiary force first fixed upon, the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder agrees to receive, and the Honourable Company to furnish, a permanent subsidiary force, of not less than three thousand regular native infantry, with one company of European artillery, and their proportion, viz. two companies of gun lascars, with the necessary ordnance, and warlike stores and ammunition, which force is to be stationed in the territories of the said Anund Row Guicowar Sena Khas Khel Shumshere Behauder.

Article 4.

The subsidiary force will, at all times, be ready to execute services of importance; such ■ the protection of the person of Anund Row Guicowar Sena Khas Khel Shumshere Behauder, his heirs and successors, the overawing and chastisement of rebels and excitors of disturbances in his territories, and the due correction of his subjects or dependants, who may withhold the payment of the Circar's just claims; but it is not to be employed on trifling occasions, nor like subsidy to be stationed in the country to collect the revenue. One battalion of these forces, however, or such a proportion of them as the performance of the foregoing services may require, will proceed to Kattywar, where there may be ■ real necessity for it; but the English government, whose care and attention to all the interests of the Guicowar State cannot be doubted, must remain the judge of its necessity.

Article 5.

In order to provide the regular payment of the whole expense of this subsidiary force, Anund Row Guicowar Sena Khas Khel Shumshere Behauder has ceded, by the agreements aforesaid, viz. dated the 15th March, 6th June, and 29th July, 1802, and 2d June, 1803, districts and other funds, of which a Schedule (A.) is annexed to this treaty, of the yearly net value of 11,70,000 rupees. This cession is confirmed by this treaty, and Anund Row Guicowar

Sena Khas Khel Shumshere Behauder hereby cedes the districts of which the Schedule is annexed, with all the rights of sovereignty thereof, and all the Forts which they contain in perpetuity, to the Honourable Company.

GUICKWAR.

Article 6.

The districts of Chowrassy, Chickly, Surat, Chouth and Kaira, have been ceded to the Honourable Company by Anund Row Guicowar Sena Khas Khel Shumshere Behauder, as a proof of his friendship, and in testimony of his sense of the benefit which he has received from his alliance with the Honourable Company's government. The cession of these districts is confirmed by this treaty, and Anund Row Guicowar Sena Khas Khel Shumshere Behauder hereby cedes the districts above mentioned, with all the rights belonging to the sovereignty thereof, and all the Forts which they contain, in perpetuity, to the Honourable Company.

Article 7.

Whereas, the Honourable Company have, at different periods, assisted Anund Row Guicowar Sena Khas Khel Shumshere Behauder, both from their own funds and those of bankers, with advances of money, a particular account of which, as well as of the funds assigned for the payment of the same, is contained in the Schedule annexed marked B. ; it is hereby agreed, that the full amount of the rissud of the districts therein named, according to the provision in the eighth article of the agreement of the 29th July, shall be collected on account of the Honourable Company, and the persons therein referred to, until these debts and the interest due upon them shall be fully paid; and for the past or any future advances which the Company's government may make to that of the Guicowar, mahals shall be assigned as their security.

Article 8.

Grain, and all other articles of consumption and provisions, all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be exempted from duties in the territories of Anund Row Guicowar Sena Khas Khel Shumshere Behauder, and the commanding officer and the officers of the subsidiary force shall be treated in all respects in a manner suitable to the importance of the trust placed in them and the dignity of the British government. In like manner shall the officers of the Guicowar government meet with similar consideration and respect from the Honourable Company. In consideration, also, of the good will and friendship which has so long happily subsisted between the Honourable Company and the Guicowar government; such goods and articles as may be *bona fide* required for the private use or consumption of that family or of the ministers, shall be allowed to be purchased at Surat and Bombay, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

As the Deccan is the native country of the Mahrattas, who inhabit or serve in Guzerat, such of this nation as may be in the Guicowar service shall be allowed to pass and repass freely, with their families, through the Honourable Company's territories.

It is expressly understood, that the admission of this article is not to sanction, or in any shape to authorize the transit of merchandize or of prohibited goods.

Article 9.

The Mahia Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder hereby engages, that he will not entertain in his service any European or American, or any native of India, subject of the Honourable Company, without the consent of the British government; neither will the Company's government entertain in their service any of the Guicowar servants, dependants, or slaves, contrary to the inclination of that State.

Article 10.

Inasmuch as, by the present treaty, the contracting parties ■■■ bound in an alliance for mutual defence and protection, Anund Row Guicowar Sena Khas Khel Shumshere Behauder engages never to commit any act of hostility or aggression against any power whatever, and in the event of difference arising, whatever adjustment the Honourable Company's government, weighing matters in the scale of truth and justice, may, in communication with the Guicowar Circar, determine, shall meet with full approbation and acquiescence.

Article 11.

Whereas, there are certain unfinished transactions between His Highness the Peishwa and Anund Row Guicowar Sena Khas Khel Shumshere Behauder, and there exists certain papers of accounts which are unadjusted, Anund Row Guicowar Sena Khas Khel Shumshere Behauder doth hereby agree, that the Honourable Company's government shall examine into and finally adjust the said transactions, papers, and accounts, and the demands resulting therefrom; and Anund Row Guicowar Sena Khas Khel Shumshere Behauder binds himself, his heirs and successors, to abide by such adjustment ■ the British government shall accordingly determine. Further, in respect to these unsettled pecuniary affairs existing with the governments of His Highness the Peishwa and the Guicowar, it behoves the latter to repose a similar faith in the British government as the Peishwa, who has agreed to abide by their adjustment of these concerns.

This settlement shall be effected by the Honourable Company after taking into mature consideration the impoverished state of the Guicowar finances; and the latter government entertain a full conviction, that no oppressive demand will be enforced under the Company's mediation.

Article 12.

If notwithstanding the defensive nature of the agreements between the contracting parties, and their desire to cultivate and improve the relations of peace with all the powers of India, war should unfortunately break out, it is agreed, that with the reserve of a battalion of native infantry to remain near the person of the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, or such proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force, with their ordnance and public stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

The troops of the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder shall accompany the British troops to the boundaries of Guzerat, in order to terminate the war. Should, however, any great exigency arise, the circumstances shall be mutually considered and the best means in the power of the contracting parties pursued to terminate the same.

Article 13.

As the enemies of both States are the same, those who are in opposition to the Guicowar government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honourable Company; but should Canoojee Guicowar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension on which he may subsist and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Canoojee Guicowar ■■■ Mulhar Row Guicowar will have any other claim on the Guicowar government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former.

Article 14.

QUICKWAR.

When the subsidiary troops will take the field, the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder will supply such quantities of grain and benjaries to attend the army, as the resources of his country may afford, the British government defraying the expence thereof.

Article 15.

If disturbances shall, at any time, break out in the Honourable Company's territories or districts, bordering on those of the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, the said Maha Raja Anund Row Guicowar shall consent to the employment of such a proportion of the subsidiary force as may be requisite to quell the same: and if, at any time, disturbances shall break out in any part of the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder's territories, to which it might be inconvenient to detach a proportion of the subsidiary force, the British government will, in like manner, at the requisition of the said Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, detach such a proportion of the troops of the Company as may be most conveniently situated, to assist in quelling the said disturbances in the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder's territories.

Article 16.

In future the subjects of each State, who may take refuge with either, shall be delivered up, if the State from which such parties shall have fled appear to have any demand of debt or any just claim against him or them: but a free intercourse between the countries under the two governments is also intended, frivolous claims against parties resorting from their own to the other's jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

Article 17.

The contracting parties hereby bind themselves to take into consideration, hereafter, the commercial relations between their respective territories, and to settle them in due time by a commercial treaty.

Done at Baroda, the 21st April, 1805, Anno Domini.

SCHEDULE A,

Or Statement of the Funds assigned and Districts ceded in perpetual sovereignty to the Honourable Company, by the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, in order to provide for the regular payment of the subsidiary troops.

The Pergunnah of Dholka,	-	-	Rupees	4,50,000
Ditto Meryaud,	-	-	"	1,75,000
Ditto Bejapoor,	-	-	"	1,30,000
Ditto Matter,	-	-	"	1,30,000
Ditto Mondeh,	-	-	"	1,10,000
The Tappa of Kurree,	-	-	"	25,000
The Kimkatodra,	-	-	"	50,000
Warrat on Kattywar,	-	-	"	1,00,000

Rupees 11,70,000

Baroda, the 21st April, Anno Domini 1805.

(Signed) A. WALKER,
Resident.

SCHEDULE B,

Or Statement of the advances made by the Honourable Company and various Bankers to Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, comprising an account of the Funds assigned for their repayment, according to the Provisions made in the eighth article of the Agreement of the 29th of July, Anno Domini 1802.

Advances.

On account of the first loan, for the reduction of the Arab Sebundy.

▪ *By the Honourable Company.*

December 21st, 1802,—As per account
settled by the Accountant General at
the Presidency, under this date - 10,77,447 3 96

By the Shroffs.

Hurry Bucktee, Arjoonjee Nuthjee Terwady,	}	12,48,000 0 0
Samul Becherdass, Mungull Sukeedass, inclusive of Manoty,		
		23,25,447. 3 96

On account of the second loan for the discharge of the Arab Sebundy.

By the Honourable Company.

January 31st, 1803,—As per
Account and Bond of this date - 3,89,683 0 16

By the Shroffs,

Samuldass Becherdass - -	4,96,143 2 50	
Munguldass Suckedass - -	4,27,458 0 0	
	9,23,601 2 50	
		18,13,284 2 66

Rupees 41,58,732 ■ 62

Fund assigned for the repayment of the foregoing.

1st.	The Pergunnah of Baroda,	Rupees, 6,00,000
2nd.	" Petland,	" 3,00,000
2rd.	" Korul,	" 25,000
4th.	" Kurree,	" 1,50,000
5th.	" Rajpimpla,	" 45,000
6th.	" Talooka Ahmedabad,	" 1,00,000
7th.	The Sayer Kota of the Fort of Baroda,	" 75,000
		12,95,000

Baroda, 21st April, A.D. 1805. (Signed) A. WALKER,
Resident.

In ratifying the above treaty the Supreme Government proposed the following amended Article; which was accepted and ratified by the Guickwar, on the 10th September, 1806:

CXLVII.

AMENDED ARTICLE of the TREATY concluded between the HONOURABLE COMPANY and RAJAH ANUND ROW GUICOWAR, on the 21st April, 1805.

Article Thirteenth.

As the enemies of both States are the same, those who are in opposition to the Guicowar government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honourable Company; but should Canoojee Guicowar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist, and reside at Bombay, or at any other place, which may be equally safe and convenient.

Neither Canoojee Guicowar, nor Mulhar Row Gulcowar, will have any other claim on the Guicowar government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former, nor will any future measure be taken with respect to those persons, or to any of the several

dispersed members of the Guicowar family, otherwise than in full communication with, and by the free consent of Anund Row, the reigning Prince and the acknowledged legal head of the family.

GUICKWAR.

Ratified by the Guicowar on the 10th September, 1806.

When the Peishwa ceded to the British Government his rights in Guzerat, the Guickwar received an increase of territory; and the subjoined Treaty, supplemental to that of 21st April, 1805, No. 146, was concluded with His Highness:

No. CXLVIII.

SUPPLEMENT to the DEFINITIVE TREATY with the GUICOWAR.

A Definitive Treaty consisting of seventeen articles, in consolidation of all preceding engagements with the Guicowar State, was concluded at Baroda, between the Honourable English East India Company, and the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, his heirs and successors. The following articles of engagement are now agreed on and settled as supplemental to the said Treaty by His Highness Futteh Sing Row Guicowar, on the part of the said Maha Rajah Anund Row Guicowar and Captain James Rivett Carnac, on the part of the said Honourable Company, under full powers and authority granted to them, respectively for that purpose.

Article 1.

Whereas, it has appeared highly expedient, in order effectually to provide for the maintenance of the interests of the alliance in Guzerat, and for the protection of the Guicowar dominions, that additional means to those provided by the third article of the definitive treaty dated 21st April, 1805, corresponding with 20th Mohurram, 1220 Hegira, or Sumwut 1861, in the month of Chytre, should be furnished by the Honourable Company the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder agrees to receive, and the Honourable East India Company to furnish an increase to the present subsidiary force of one battalion of native infantry, of not less than one thousand men, with two regiments of native cavalry, of the same strength and complement as the cavalry regiment belonging to the Poona subsidiary force; and the Maha Rajah further engages to the admission and residence in the Guicowar territories of any number of British troops in excess to the subsidiary force; His Highness being liable to no additional charge on this account.

Article 2.

The subsidiary force will at all times be ready to execute the services expressed in the fourth article of the treaty dated 21st April, 1805, corresponding with 20th Mohurram, 1220 Hegira, or Sumwut 1861, in the month of Chytre, and in the event of war breaking out with any of the powers of India, it is agreed conformably to the 12th article of the aforesaid treaty, that with the reserve of a battalion of native infantry to remain near the person of the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, or such a proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force now composed of 4 battalions of native infantry of 1,000 men each battalion, or 5 battalions of 800 men, and 2 regiments of native cavalry, with one company of European artillery, with their proportion of gun lascars, with the necessary ordnance and warlike stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

Article 3.

For the regular payment of the expence of the augmentation of the subsidiary force, as stipulated in the first article of this engagement, His Highness Anund Row Guicowar Sena Khas Khel Shumshere Behauder hereby assigns and cedes in perpetuity, to the Honourable English East India Company, all the rights which His Highness has obtained from the perpetual farm of the Peishwa's territories, subject to the city of Ahmedabad, as secured by the 15th article of the treaty of Poona, dated 13th June, A.D. 1817, corresponding with the 27th Rujub, 1232 Hegira, or Sumwut 1873, in the month of Jeyst, it being distinctly understood that the engagements to His Highness the Peishwa contingent on

GUICKWAR. the farm of the said territories, are to be performed by the Honourable Company, and no claim of any description on such account, is at any time to be preferred against the Guicowar government. The territories comprehended in the farm of Ahmedabad are detailed in the Schedule B. annexed to this treaty.

Article 4.

Inasmuch as the pergunnahs belonging to the Honourable Company of Dubhoe, Bahaderpoor, and Sowlee, from their proximity to Baroda, are peculiarly valuable to the Guicowar government; it is accordingly agreed that these districts be made over in perpetuity, and full sovereignty, to His Highness Anund Row Guicowar, his heirs, and successors, and that His Highness assigns for ever in full sovereignty, his share of the city of Ahmedabad, with the exception hereafter specified, and a proportion of the Guicowar share of the Petland district contiguous to the Company's territories, in perpetuity, and with all the rights of sovereignty thereof, in exchange for the aforesaid districts belonging to the Honourable Company, the territories of each party being received at the revenues specified in the annexed Schedule C. His Highness Anund Row Guicowar Sena Khas Khel Shumshere Behauder having retained possession of his Fort or havellie in the city of Ahmedabad, and its dependent possessions known under the denomination of the Duscoorae, it is further agreed and determined, that His Highness only maintains a force in the said havellie sufficient for the purposes of revenue collections and police, and that His Highness' servants in the havellie will conduct themselves with strict regard to the rules and regulations within the city of Ahmedabad of the Company's government. The Honourable Company on the other hand, hereby promises that every proper accommodation shall be afforded from the public authorities in the city to the servants of His Highness Anund Row Guicowar Sena Khas Khel Shumshere Behauder, residing at, or stationed in the said havellie, as well as that all persons or troops subject to His Highness' authority at the havellie of Ahmedabad, or the Guicowar Duscoorae shall not be amenable to the laws of the British government, but made subject to His Highness' authority, who hereby agrees to afford satisfaction to the local authorities of the Honourable Company of adequate punishment according to his laws for any misconduct of his servants and dependants within the city of Ahmedabad. In consideration of the good will and friendship which has so long happily subsisted between the Honourable Company and the Guicowar government, such goods and articles as may be *bonâ fide* required for private use or consumption of that family or of the ministers, shall be allowed to be purchased at Ahmedabad and to be sent from thence free of duties on being accompanied by a passport from the Resident at Baroda.

Article 5.

Whereas, by the exchange of districts stipulated in the foregoing article, great advantages are derived in territorial extent and population from the possession of Dubhoe, Bahaderpoor, and Sowlee. His Highness Anund Row Guicowar Sena Khas Khel Shumshere Behauder, adverting to this benefit, agrees to assign territory in the vicinity of Surat, or from his portion of the pergunnah of Petland in exchange for the Mogullae claims of the Honourable Company, in virtue of its possession of the Castle of Surat, on the districts belonging to the Guicowar in the province termed Surat Attaveesy.

Article 6.

By Schedule A. to the definitive treaty Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder ceded in perpetuity, to the Honourable Company, for the expences of a subsidiary force, certain districts with all the rights of sovereignty and produce thereof and all the Forts they contain, from which districts the pergunnah of Beejapoor has been exchanged for other districts of equal produce, as particularized in a separate list annexed thereto; conformably to which Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder engages to transfer in perpetuity, all rights of sovereignty

over those districts and all the Forts which they contain to the Honourable Company, and the Honourable Company agrees to restore for ever the whole right of sovereignty over the district of Beejapoor and the Forts which it contains, to Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder ; and whereas, in consideration of the Maha Rajah having consented to the exchange of the district of Beejapoor, the Honourable Company do promise that they will not apply in future to the Maha Rajah, his children, heirs or successors for the exchange of any of the districts ceded by the definitive treaty, bearing date the 21st day of April, 1805, corresponding with 20th Mohurram, 1220 Hegira, or Sumwut 1861, in the month of Chytre, or of the other districts now exchanged for Beejapoor or for the exchange of any territory whatever.

Article 7.

Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder having represented to the Honourable Company, that on the island of Bate and in the province of Okamundel there are two places of Hindoo religious worship and devotion, and that the Guicowar government should be put in possession of these places, and the Honourable English East India Company being disposed to comply with the earnest desire of the Maha Rajah, the province of Okamundel and the island of Bate, with all the rights of sovereignty thereof, and all the Forts they contain, are accordingly given to the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, his heirs or successors, in perpetuity, and the Maha Rajah Sena Khas Khel Shumshere Behauder promises to allow in perpetuity, ■ building on the island of Bate to the Honourable Company, for depositing stores, free of any claim for tax or otherwise ; and consents that all vessels, boats, servants, subjects, &c., belonging to the Honourable Company, as well as merchant vessels from the Honourable Company's ports as may frequent any of the ports and places in the provinces of the Guicowar government, shall pass and repass without hindrance ; and the Honourable Company on the other hand agrees that all vessels, boats, servants, subjects, &c. belonging to the Guicowar government as may frequent the Honourable Company's ports shall also pass and repass without hindrance. The Maha Rajah moreover promises, that the person who may reside in charge of the Honourable Company's stores, shall meet with no molestation whatever, and be treated with all due consideration.

Article 8.

Whereas, by the second clause of the 12th article of the treaty of the 21st April, 1815, corresponding with 20th Mohurram, 1220 Hegira, or Sumwut 1861, in the month of Chytre, the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder has stipulated to furnish his troops to act with the British forces in any great exigency. His Highness hereby further engages, in case of war, to bring forward the whole of the military resources for the prosecution of the war. The Honourable Company on the other hand, agrees to take into consideration, and determine the pretensions of the Guicowar government to benefit by any future partition of territory acquired in foreign wars. The Guicowar government also binds itself to maintain, and hold at the disposal of the Honourable Company to act with the subsidiary force wherever it may be employed, and to be subject to the general command of the officer commanding the British troops, a body of 3,000 effective cavalry, to be supported exclusively at the expence of His Highness the Guicowar, and that His Highness will conform to the advice and suggestions of the British government relative to the formation and equipment of the contingent of horse, its regular monthly payment, the condition of its arms and accoutrements according to the customs of the Guicowar government, its muster to be personally taken by the head of the Guicowar government, and at the time of payment on the day of the new moon in every month, the Guicowar government and the Resident at Baroda will also take the muster thereof, or if the force is dispatched from Baroda on service, the officer who will be nominated by the Guicowar Circar to its command and the officer who proceeds in command of the Honourable Company's troops shall jointly take the muster, agreeably to the aforesaid agreement made in that respect.

Article 9.

The contracting parties being actuated by a sincere desire to promote and maintain the general tranquillity and order of their respective possessions, and adverting to the intermixture of some of the territories belonging to the Honourable Company and the Maha Rajah Anund Row Guicowar Sena Khas Khel Shumshere Behauder, it is therefore hereby agreed that offenders taking refuge in the jurisdiction of either party, shall be surrendered on demand without delay or hesitation.

Article 10.

All articles of the definitive treaty at Baroda, dated 21st April, 1805, corresponding with 20th Mohurram, 1220 Hegira, or Sumwut 1861, in the month of Chytre, not contrary to the present engagement are hereby confirmed.

Article 11.

The supplemental treaty, consisting of 11 articles, being this day, 6th November 1817, corresponding with 25th Jilhej, 1232 Hegira, or Sumwut 1873, in the month of Aswien, settled and concluded at Baroda, to be binding and permanent when ratified by his Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General in Council.

Done at Baroda, 6th November, A.D. 1817.

Witness,

(Signed) J. R. CARNAC,
Resident.

L. S.

Memo.—This treaty was ratified by His Excellency the Governor-General, in camp, at Mussowley, this 12th day of March, one thousand eight hundred and eighteen.

(Signed) J. ADAM,
Secretary to the Governor-General.

SCHEDULE B.*

Of the funds assigned and territories ceded in perpetual Sovereignty by His Highness Anund Row Guicowar Sena Khas Khel Shumshere Behauder to the Honourable English East India Company, under the Supplemental Treaty, dated 6th November, 1817, corresponding with 25th Jilhej 1232, or Sumwut 1873, in the month of Aswien, in order to provide for the regular payment of the additional troops subsidized.

Districts composing the perpetual farm of Ahmedabād ceded and accepted at net Rupees 12,61,969-2-50, subject to all the conditions of the farm.

Half of the city of Ahmedabad Peishwa Duscoorae pergunnah Beerungaum.

Perauntie and Peishwa's share in Hursoolee and Morassa

Punch Mahls follows :

Mahmoodabad	-	-	-	-	-	-	-	-	-	Net Rs.
Aleena or otherwise Thamna	-	-	-	-	-	-	-	-	-	12,61,969
Tasra	-	-	-	-	-	-	-	-	-	2
Antrolee	-	-	-	-	-	-	-	-	-	50
Balesenore and Veerpoor	-	-	-	-	-	-	-	-	-	
Half of the town and pergunnah of Petland	-	-	-	-	-	-	-	-	-	

(Signed) JAMES RIVETT CARNAC,
Resident at Baroda.

L. S.

* For Schedule A. referred to in Article 6 see page 311.

Sambajee died in 1760, without issue. His widow, Jejee Bai, adopted as her husband's heir, a boy, named Sevajee, and conducted the affairs of the principality in his name. The piracy which prevailed on the coast induced the government of Bombay to send an expedition against Colapore in 1765. The Fort of Malwan ■ captured and retained until certain satisfaction was rendered, when it was restored to the Colapore State by the following Treaty :

COLAPORE.

No. CL.

ARTICLES OF AGREEMENT made with the MAHA RAJAH JEEJABOY at FORT AUGUSTUS, the 12th January 1766.

Article 1.

There shall be ■ perpetual peace and firm friendship re-established between the Honourable Company and Maha Rajah Jeejaboy, the Rannie, their successors and heirs ; and for the stricter observance of the following treaty of peace, Maha Rajah Jeejaboy, the Rannie, agrees to send one hostage of note, with his family to reside at Bombay, and to be maintained at her charge.

Article 2.

Maha Rajah Jeejaboy, the Rannie, agrees to pay the Honourable Company seven lacks fifty thousand (7,50,000) rupees, as restitution for the expences they have been at during the troubles subsisting between the respective parties, and maintaining the different garrisons at Fort Augustus, and its dependencies : three lacks sixty thousand to be paid within two months from the 12th of January 1766 ; the remaining three lacks ninety thousand (3,90,000) to be paid within four years from the date hereof ; that is, one lack (1,00,000) for the three first years, and ninety thousand (90,000) the last year : for the performance of which Maha Rajah Jeejaboy, the Rannie, agrees to give two substantial securities, such ■ may be approved of by the Honourable the President and Council of Bombay ; and she also agrees to allow six (6) per cent. exchange on the three lacks sixty thousand, (3,60,000) that is to be paid before the delivery of the Fort, which is to be in the following sort of rupees ; Hookary, Peerchaney, Arcoty, Hazancy, and Ourang Shah ; and the remainder to be made good equal to Bombay rupees.

Article 3.

The Honourable Company, in consideration of Maha Rajah Jeejaboy, the Rannie, fulfilling the foregoing article, do agree, on the payment of the first sum, that is, three lacks sixty thousand (3,60,000) to deliver up to her, Maha Rajah Jeejaboy, the Rannie, the Fort of Augustus, formerly called Sundudroog, with the Forts of Rajhcoat, Serjacoat and Pudrumdroog, and do further renounce all claim or pretension to the lands and tenements belonging thereto.

Article 4.

The Honourable Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, &c. of what kind soever, that they may have brought here ; and they do give up to Maha Rajah Jeejaboy, the Rannie, such guns and carriages as are here, that were belonging to Fort Augustus ; also those at Rajhcoat, Serjacoat, and Pudrumdroog.

Article 5.

Maha Rajah Jeejaboy, the Rannie, will permit the Honourable Company to build a factory with warehouses, at Rajhcoat, or at such places as may be most convenient for them, (at which place they will hoist their flag) or any part of her territories, adjacent to the sea shore, for vending their commodities, and to keep there such servants and people, as also vessels or boats, ■ they shall think necessary for conducting the same : and should any of the merchants, or others, her subjects, become debtors to the English, they shall have free liberty to imprison their persons, and seize their effects and vend them, till satisfaction is made and obtained.

Article 6.

The English subjects, and the subjects of the Rannie, shall have free liberty to trade and commerce with each other, without any hindrance or molestation whatever.

Article 7.

Maha Rajah Jeejaboy, the Rannie, will not, directly or indirectly, give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels and boats going under English colours; in like manner, the English will not molest any vessels or boats belonging to Maha Rajah Jeejaboy, the Rannie, or her subjects.

Article 8.

Maha Rajah Jeejaboy, the Rannie, grants to the Honourable English Company an exclusive right of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, and to pass the same through her country.

Article 9.

Maha Raja Jeejaboy, the Rannie, will allow all merchants or vanjarrahs, free liberty to pass and repass her territories, to and from the English factory, at Malwan, near Rajhcoat, or any place where they build one, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the duties agreeable to the custom practised at Ghereah, Rajahpore, and no more, on any pretence whatever; and whatever goods are landed at the English factories, no customs whatever are to be levied. When they are carried out by the merchants, they are to pay the duties, agreeable to the custom before mentioned.

Article 10.

Maha Rajah Jeejaboy, the Rannie, will not entertain in her service any people belonging to the English, whether Europeans or others, but on the contrary, give strict orders to her officers to seize such as may be seen in her dominions; nor suffer any European deserters to pass through her country, but return them to the Resident of the English factory, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Rannie; and slaves to be returned on both sides.

Article 11.

If any vessels or boats belonging to the English, their subjects or allies, at any time be drove ashore, or wrecked, in any part of the Rannie's dominions, she agrees to afford all suitable assistance for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered to the lawful owners, without any salvage whatever, except the labourer's hire. The English, on their parts, to observe the same in respect to the subjects of the Rannie, their vessels or boats.

Article 12.

Maha Raja Jeejaboy, the Rannie, will not, by menaces or otherwise, directly or indirectly, plunder, or in any shape molest the inhabitants, or others, that may have served or lived under the protection of the English, during the time they had possession of Fort Augustus and dependencies, but permit them to enjoy peaceably their houses, lands and tenements, in the same free and ample manner as when the Malwan government subsisted before the English took this place.

Article 13.

The Honourable Company will, at the same time that Fort Augustus is delivered up to Maha Rajah Jeejaboy, the Rannie, deliver to her the prisoners taken in Sundudroög Fort, when they conquered it, and are now at Bombay.

Article 14.

Maha Rajah Jeejaboy, the Rannie, agrees, should the Honourable Company be attacked, and they should require her assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honourable Company, in like manner, agrees to assist the Rannie, should it be convenient for them.

In 1804, when Sir A. Wellesley was engaged in settling the Southern Mahratta country the Colapore Raja preferred certain claims against the Peishwa. He was told that the British government would arbitrate his claims, but would not allow him to invade the Peishwa's dominions. The occasion was taken to propose an agreement for the suppression of piracy, on account of which the Colapore ports were then blockaded, but it does not appear to have ever been concluded.

The subjects of the Rajah's maritime districts never desisted from piracy. When detected and punishment threatened, apologies were offered with promises of reparation for the past, and abstinence from further depredations: but the system of piracy was not effectually suppressed until 1812, when the demand against the Raja, on account of plunder of British property, amounted to fifty lacs of rupees.

During the distracted condition of the Poona government, a hostile conflict was maintained by the States of Colapore and Sawunt Warrie. Latterly Appa Dessaye, the Peishwa's General, interfered, and was besieging Colapore with a view of reducing it to the Peishwa's authority, when the following Treaty was concluded:

No. CLI.

AGREEMENT with the RAJAH of COLAPORE, dated 1st October, 1812.

Articles of Agreement concluded between the Rajah of Colapore and the Honourable Mountstuart Elphinstone, Resident at Poona, on the part of the British Government, and accepted by the Rajah of Colapore on the 1st of October, 1812.

Article 1.

There shall be perpetual peace and friendship between the allied governments of the Honourable Company and His Highness the Peishwa, on the one part, and His Highness the Rajah of Colapore, on the other.

Article 2.

The Rajah of Colapore on his own part, and on that of his heirs and successors, hereby renounces all right and claim of whatever description on the districts of Chickoree and Manowlee, and all dependencies which have hitherto been comprehended in those districts. The districts aforesaid are henceforward to belong in absolute sovereignty, to Row Pundit Purdhaun Peishwa Behauder, his heirs and successors.

Article 3.

All the Forts and country taken in consequence of the wars occasioned by the disputed claims to Chickoree and Manowlee, from the Rajah of Colapore, within the last four years, *i.e.* since the month of September, 1808, and now occupied by the troops of Row Pundit Purdhaun Peishwa Behauder, shall be immediately restored to the Rajah of Colapore.

Article 4.

The Rajah of Colapore hereby renounces all other claims of whatever description on Row Pundit Purdhaun Peishwa Behauder, and on all and every part of his dominions, with the exception of the new conquests mentioned in the third article; His Highness the Maha Rajah likewise renounces all claim upon Nepaunee; His Highness the Rajah of Colapore hereby further renounces all claims of whatever description on all the Peishwa's subjects of whatever rank and denomination.

Article 5.

For the security of the British trade against a renewal of the piratical depredations formerly practised by the Rajah of Colapore's subjects, the Rajah of Colapore hereby agrees, on his own part, and on the part of his heirs and successors, to cede to the Honourable Company, in perpetual sovereignty, the harbour of Malwaun, that is to say, the Fort and island of Sindoodroog ■ Malwaun, and the Forts of Puddumghur, Rauj Cote, and Sirjee Cote, with the lands dependent on the said Forts, and the British troops shall immediately be put in possession of the said Forts and their dependencies.

Article 6.

His Highness the Rajah of Colapore engages ■ his own part, and on that of his heirs and successors, never to employ any armed vessels, or to permit any armed vessels to be fitted out at, or to enter any of the sea-ports which may remain in His Highness's possession, after the cession of the places before

COLAPORE.

mentioned, or which he may hereafter acquire; and the Rajah agrees that the Honourable Company's vessels shall have the right to search all vessels that may be in the said ports, or that may have sailed from them; and that, if any arms are found in vessels so searched, the said vessels shall be lawful prize to the Honourable Company. The Rajah further engages to permit agents on the part of the Honourable Company, to reside in all ports in his dominions, or which may hereafter fall into his hands, for the purpose of ascertaining the state of all vessels lying in such ports, and to permit the said agents to search the said vessels.

Article 7.

If any ship bearing the British flag, or furnished with a British pass, or belonging to the allies of the British government, should hereafter put into the Rajah of Colapore's ports, or be driven by stress of weather, or any other cause, upon his shores, His Highness the Rajah of Colapore engages on his own part, and on that of his heirs and successors, that all practicable assistance shall be rendered to such vessels. And the Rajah further agrees that no claim shall be advanced by himself or any of his subjects, on any vessel belonging to whatever nation, that may be shipwrecked or driven by stress of weather upon his shores.

Article 8.

In consideration of the cession of the harbour of Malwaun, and on condition of the effectual suppression of piracy, the Honourable Company engages to guarantee such territories as shall remain in the Rajah of Colapore's possession against the aggression of all foreign powers and States.

Article 9.

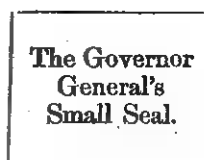
With a view to the full execution of the agreement contained in the foregoing article, His Highness the Rajah of Colapore, on his own part, and on that of his heirs and successors, engages not to pursue any measures of hostility against foreign States, without the previous consent of the Honourable Company; and if any differences shall in future arise between His Highness, his heirs and successors, and any foreign power or State, the Honourable Company shall apply themselves to the adjustment of such differences, conformably to justice and propriety; and His Highness the Rajah of Colapore agrees that whatever adjustment of such differences the Honourable Company shall determine, His Highness shall acquiesce in and abide by. His Highness the Rajah of Colapore on his part, and on that of his heirs and successors, engages not to urge any claims on foreign States which may have originated previously to the date of this agreement. Should the conditions contained in this article, not be fulfilled by the Rajah, the 8th article is to be considered null and void.

Article 10.

And whereas, various demands subsist on the part of the Honourable Company against His Highness the Rajah of Colapore, in consequence of depredations formerly committed on the trade of the Honourable Company and its subjects; the Honourable Company, being convinced of the Rajah's inability to satisfy those demands, and of his sincere desire to prevent a repetition of the injuries formerly complained of, consents to relinquish all pecuniary claims and demands whatsoever against the Rajah of Colapore.

What is written in the above ten articles is hereby agreed to.

Done at Curveer, on the 24th of Ramzaun.



(Signed)

MINTO.

H. T. COLEBROOK.

N. B. EDMONSTONE.

Ratified by the Right Honourable the Governor General in Council, at Fort William in Bengal, this 13th day of November, 1812.

(Signed)

J. MONCKTON,

Persian Secretary to Government.

In 1822, Raja Abba Sing was murdered. He left an infant son by Tarra Bai, usually styled the Dewan; but his brother, Bawa Sahib, seized the guddee. His nephew, whose right he had usurped, died soon after, when he became the rightful Raja.

In 1825, the Raja's mal-administrations and aggressions on the neighbouring jaghiredars, who were under British protection, compelled the armed intervention of Government. A force was accordingly moved into the Colapore country when the Rajah agreed to the following Treaty:

No. CLII.

ARTICLES of AGREEMENT concluded between SHAJEE CHETTERBUTTY MAHA RAJ KURVEER, the RAJAH of COLAPORE and the BRITISH GOVERNMENT.

Preamble.—Whereas, a treaty of peace and friendship was concluded between the British government and the Rajah of Colapore, on the 1st of October, 1812, and whereas certain misunderstandings have since arisen; with a view to the removal of those misunderstandings and to the confirmation of the alliance, the following articles have been agreed on between the two governments:—

Article 1.

Such parts of the former treaty concluded on the 1st of October, 1812, as are not effected by the provisions of the present engagement, shall remain in full force, and are mutually binding on the contracting parties.

Article 2.

The Rajah of Colapore engages to reduce his army to the peace establishment, and never to raise or assemble such a force as shall be likely to endanger the public tranquillity within or without his territories, unless with the previous consent of the British government. The Rajah further engages to attend to the advice of the British government on all measures calculated to effect the public tranquillity. But this article is no wise to diminish the independence of the said Rajah as a sovereign prince.

Article 3.

The Rajah of Colapore engages never to molest Hindoo Row Ghatkey Kagulcar or Narain Row Ghorepurey Echulcurenjeecur in the enjoyment of their respective lands and rights according to ancient custom.

Article 4.

The districts of Chickoree and Manowlee were transferred to the Rajah of Colapore by a sunnud under the signature of Major General Sir Thomas Munro, Bart., K.C.B., but have not yet been mentioned in any treaty or agreement. The Honourable East India Company now acknowledges them to be ceded to the Rajah of Colapore in full sovereignty, the Rajah engaging on his part to respect the rights and privileges of the zemindars, enamdars, and wattundars of the said districts.

Article 5.

His Highness the Rajah of Colapore hereby recognises the award of the British government made in 1822, relative to the half umuls in the Sawant Warree territory, and engages to respect the rights of the Warree State, conferred by that award. He also consents to the territorial arrangement of assigning to him an equivalent in land, in such part of the Carnatic collectorate as may be allotted to him by the British local authorities.

Article 6.

The Rajah of Colapore engages never to grant an asylum to the enemies of the British government nor to rebels. The Rajah also promises that if any robbers or other offenders issuing from his territories shall commit robberies or other offences in those of the British government or of other States, His Highness will apprehend them and deliver them up; and His Highness further consents, that in case he shall not fully restrain such offenders, the British government shall give due notice to the Rajah, and shall, after such notice, be competent at

COLAPORE. all times to send its troops and police into His Highness's territories for the apprehension of the said offenders, and His Highness shall afford any necessary assistance to the troops or police to enable them to discover and apprehend the objects of their pursuit. If any persons who have committed offences in the Rajah's territory, shall take refuge in that of the Company, the British government will, after due investigation, adopt such measures in regard to the said offenders as equity and justice may appear to require, adopting, at the same time, every means to prevent their committing any acts injurious to the territories of the Rajah.

Article 7.

The Rajah of Colapore promises to continue to Bhow Maharaj and Baba Maharaj their respective lands and rights agreeably to the Schedule annexed.

The guarantee of the British government to the enjoyment of the above lands and rights shall only continue during the life-time of the above-mentioned persons, but the rights of their descendants as founded on sunnud or custom, shall not be prejudiced by the cessation of the said guarantee.

Article 8.

The Rajah having given his unqualified assent to the demand upon him for the injuries occasioned to the several individuals, whose possessions and rights he had invaded, according to the Schedule annexed, hereby agrees to pay such sums as may be adjusted after a full investigation into the extent of the losses actually incurred; and in failure thereof, within sixty days after such final adjustment, to transfer to the British government such portions of the pergunnah of Chickoree and Manowlee as were formerly ceded to the Colapore Rajah, for such term of years as may be necessary to collect a sum equal to the amount due. The principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expences of management, during the occupation of those pergunnahs.

This agreement agreed to at Colapore, on the 30th of December, 1825, between T. H. Baber, Esq. Political Agent, on the one part, and by Kristna Row Girdey and Jowa Row Jadava Havaladar, on the other, is confirmed with certain modifications by the Governor in Council of Bombay, on the 24th of January, 1826, and will be binding on both parties, unless disapproved by the Governor General in Council.

(Signed)	M. ELPHINSTONE.
"	J. WARDEN.
"	R. F. GOODWIN.
"	J. J. SPARROW.

Ratified by the Right Honourable the Governor General in Council, at Fort William in Bengal, this tenth day of March, one thousand eight hundred and twenty-six.



(Signed)	AMHERST.
"	J. H. HARRINGTON.
"	W. B. BAYLEY.

By command of the Right Honourable the Governor General in Council.

(Signed) GEO. SWINTON,
Secretary to the Government.

Scarcely had our forces been withdrawn when the Raja levied troops, violated the above treaty, and renewed his oppression of the guaranteed Chiefs. His conduct compelled Government to take military possession of his country. He at length submitted to the terms required of him, and entered into the following preliminary Treaty with the government of Bombay.

ARTICLES OF AGREEMENT concluded between RAJE SHAH CHETRAPUTTEE
KURAVEER KUR, RAJAH OF COLAPORE, and the BRITISH GOVERNMENT.

Preamble.—Whereas, ■ Treaty of Peace and Friendship ~~was~~ concluded between the British government and His Highness the Rajah of Colapore on the 24th of January, 1826: and whereas, His Highness has lately committed several acts in direct violation of the said treaty, and in hostile opposition to the British government; the following articles for repealing, altering, and confirming respectively the conditions of the said treaty, and providing for others of ■ new nature, have been agreed on between the two Governments.

Article 1.

In the 2d article of the aforesaid treaty, His Highness Chetraputtee Saheb engaged to reduce his army to the peace establishment, and never to raise "or assemble such a force as should be likely to endanger the public tranquillity, within or without his dominions, unless with the previous consent of the British government;" notwithstanding which His Highness lately collected a large army, and in spite of all advice from the British government, proceeded to commit a variety of excesses: it has therefore become requisite to limit the number of His Highness' troops; and His Highness hereby engages not to keep more than 400 horse (including Khas Pagah Surinjamee Shetsundee, &c.) and 800 of infantry, exclusive of moderate garrisons for his Forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British government.

Article 2.

In the 4th article of the above treaty, the British government ceded the districts of "Chickoree and Manowlee in full sovereignty to His Highness, he engaging "on his part, to respect the rights and privileges of the zemindars, enamdars, and "wuttundars of the said districts." When this grant was made by the British government, it was hoped that peace and good will would have subsisted for many generations between the two governments; but instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British government, and, in violation of the above conditions, has repeatedly infringed the rights of the enamdars and wuttundars of these talooks. It therefore becomes necessary that His Highness should give back to the British government the said talooks in the same state in which he received them, and His Highness hereby agrees to do so.

Article 3.

In the 7th article of the said treaty, the possessions of Bhow Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only (provision being made that the rights of their descendants, as founded on sunnud or custom, should not be prejudiced by the cessation of the said guarantee). As, however, His Highness Chetraputtee Saheb has never ceased to annoy and distress these persons by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British government to their descendants, and His Highness accordingly engages never to molest them.

Article 4.

Maharaj Chetraputtee Saheb having, on the death of Wiswa Row Ghatkey, resumed all but two of the eight and a half villages held by him in the Kagul talook, now engages to restore the whole to the heir of the deceased, and never again to interfere with them.

Article 5.

It having been deemed necessary, in consequence of the number of robberies committed on the Surinjamadars and other persons under the protection of the British government, by the inhabitants of Akewat, and of its being a place of general resort of robbers, that it should be given up to the British government, the Maharaj hereby engages to cede the same, together with the lands adjoining, to the value of 1,000 rupees per annum.

Article 6.

His Highness Chetraputtee Saheb having compelled the British government, by various acts of aggression, committed in direct breach of the above treaty, to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the Forts of Colapore and Pannallaghur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expence of such garrisons.

Article 7.

His Highness Chetraputtee Saheb having hitherto neglected to afford redress to Govind Rao Saheb Putwurdum, Appajee Rao Seetole, Bon Maharaj, and Baba Maharaj, for the injuries done to them in 1826, as agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these and other chiefs under the protection of the British government, His Highness hereby engages to pay, as per annexed schedule, the sum of one lack forty-seven thousand nine hundred and forty-eight rupees (1,47,948) the same being the aggregate amount of claims admitted, after a full investigation, to be due to the injured parties, and His Highness further agrees to transfer to the British government, for the purpose of liquidating the said debt, territory, yielding an annual revenue of 50,000 rupees; the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected and expences of management during the occupation of the said territory.

Article 8.

The British government deeming it necessary to appoint a chief minister for the future management of the Rajah's government, His Highness Chetraputtee Saheb hereby engages to be guided by his advice in all matters relating to the administration of his State, the British government having the sole power of appointing or removing the said minister as they may see fit.

Article 9.

Such parts of the former treaty, concluded on the 24th day of January, 1826, as are not affected by the provisions of the present agreement, shall remain in full force, and are mutually binding on the contracting parties.

This treaty, agreed to at Colapore, on the 23d day of October, 1827, between Josiah Nisbet, Esq., Political Agent, on the one part, and Rajah Sah Chetraputtee, Rajah of Colapore, on the other, and confirmed by the Honourable the Governor in Council of Bombay, on the 5th day of November, 1827, is here finally ratified.

It was ascertained that the Colapore State had not the means of paying the expence of the military armament, consequently the article providing for that was omitted in the following definitive Treaty, of which the preceding was a preliminary.

No. CLIV.

ARTICLES OF AGREEMENT concluded between RAJE SHAW CHETRAPUTTEE KURRAVEERKUR, RAJAH of COLAPORE, and the BRITISH GOVERNMENT.

PREAMBLE.—Whereas, a Treaty of Peace and Friendship was concluded between the British Government and His Highness the Rajah of Colapore, on the 24th of January, 1826; and whereas, His Highness having committed several acts in direct violation of the said Treaty and in hostile opposition to the British Government, a preliminary Treaty for repealing, altering and confirming, respectively, the conditions of the aforesaid Treaty, and providing for others of a new nature, was agreed to at Colapore on the 24th of October, A.D. 1827, between Raje Shah Chetraputtee, Maharaj Rajah of Colapore, on the one part, and Josiah Nisbet, Esquire, Political Agent, on the other, and whereas it has been deemed advisable to modify certain parts of the said Preliminary Treaty, the following articles are now finally agreed on by the two Governments:

Article 1.

In the 2d article of the aforesaid treaty, His Highness Chetraputtee Saheb engaged "to reduce his army to the peace establishment, and never to raise or assemble such a force as should be likely to endanger the public tranquility,

"within or without his dominions, unless with the previous consent of the British government," notwithstanding which, His Highness lately collected a large army, and, in spite of all advice from the British government proceeded to commit a variety of excesses; it has therefore become requisite to limit the number of His Highness' troops, and His Highness hereby engages not to keep more than 400 horse (including "khass pagah surinjamee, shetsundee," &c.) and 800 infantry, exclusive of moderate garrisons for his Forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British government.

Article 2.

In the fourth article of the above treaty the British government "ceded the districts of Chickoree and Manowlee in full sovereignty to His Highness, he engaging on his part," to respect the rights and privileges of the zumeendars, "enamdars" and "wuttundars" of the said districts. When this grant was made by the British government, it was hoped that peace and good will would have subsisted for many generations between the two governments, but instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British government, and in violation of the above conditions has repeatedly infringed the rights of the "enamdars" and "wuttundars" of those talooks; it therefore becomes necessary that His Highness should give back to the British government the said talooks in the same state in which he received them, and His Highness hereby agrees to do so.

Article 3.

In the seventh article of the said treaty the possessions of Bhow Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only, (provision being made that "the rights of their descendants as founded in sunnud, or custom should not be prejudiced by the cessation of the said guarantee") as however, His Highness Chetraputtee Saheb has never ceased to annoy and distress these persons, by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British government to their descendants, and His Highness accordingly engages never to molest them.

Article 4.

Maharaj Chetraputtee Saheb having, on the death of Wiswas Row Ghat Ray, resumed all but two of the eight and a half villages held by him in the Kagul talook, now engages to restore the whole to the heir of the deceased, and never again to interfere with them.

Article 5.

It having been deemed necessary, in consequence of the number of robberies committed on "surinjameedars" and other persons under the protection of the British government by the inhabitants of Akewat, and of its being a place of general resort for robbers, that it should be given up to the British government, the Maharaj hereby engages to cede the same together with lands adjoining to the value of 10,000 rupees per annum.

Article 6.

His Highness Chetraputtee Saheb having compelled the British government, by various acts of aggression, committed in direct breach of the above treaty to have recourse to arms; it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the Forts of Colapore and Punualaghur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expence of such garrisons.

Article 7.

His Highness Chetraputtee Saheb having hitherto neglected to afford redress to Govind Row Saheb Putwurdun, Appajee Row Setole Bhow Maharaj and Baba Maharaj for the injuries done them in 1826, agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these and other chiefs under the protection of the British government, His Highness hereby engages to pay, as per annexed Schedule,

COLAPORE.

the sum of one lack forty-seven thousand, nine hundred and forty-eight rupees (1,47,948) the same being the aggregate amount of claims admitted, after a full investigation, to be due to the injured parties, and His Highness further agrees to transfer to the British government, for the purpose of liquidating the said debt, territory yielding an annual revenue of 50,000 rupees, the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expences of management during the occupation of the said territory.

Article 8.

The British government, deeming it necessary to appoint a chief minister for the future management of the Rajah's government, His Highness Chetraputtee Sahib hereby engages to be guided by his advice in all matters relating to the administration of his State, the British government having the sole power of appointing or removing the said minister as they may see fit.

Article 9.

Such parts of the former treaty, concluded on the 24th day of January, 1826, as are not affected by the provisions of the present agreement, shall remain in full force, and are mutually binding on the contracting parties.

This definitive treaty agreed to at Colapore, on the 15th of March, 1829, between Raje Shah Chetraputtee Kurravearkur, Rajah of Colapore, on the one part, and Josiah Nisbet, Esquire, Political Agent, on the other, is now confirmed by the Governor in Council of Bombay, on the 15th of July, 1829, the preliminary treaty of the 24th of October, 1827, above referred to, having been previously confirmed in like manner.

(Signed) JOHN MALCOLM.
 „ T. BRADFORD.
 „ JAS. ROMER.

Ratified by the Right Honourable Governor-General in Council, at Fort William in Bengal, this twenty-first day of August, one thousand eight hundred and twenty-nine.



(Signed) W. C. BENTINCK.
 „ COMBERMERE.
 „ W. B. BAYLEY.
 „ C. T. METCALFE.

By command of the Right Honourable the Governor-General in Council.

(Signed) GEORGE SWINTON.
Chief Secretary to the Government.

Raja Bawa Sahib died in 1839, leaving two young sons by different mothers. He was succeeded by the elder Sevajee, usually called Baba Sahib. The mother of the young Raja assumed the regency during his minority, but it was shortly wrested from her by the Dewan, as she was called. This lady was recognized as Regent by Government. She continued to exercise full authority until 1842, when her extreme mismanagement compelled Government, as a guardian of the young Raja's interests, to interfere. After the complete failure of milder measures, the Regent was set aside altogether, and a minister appointed to act under the immediate control of the British Government. The Dewan's party, discontented from the loss of their nefarious gains, excited a general rebellion throughout the country in 1844. The rebellion was put down by force of arms, and the entire management of the Colapore State was assumed by the British Government; a suitable provision being assigned for the Raja's support.

SAWUNT
WARREE.

SAWUNT WARREE.

Sawunt Warree is a petty principality on the coast, near Goa, and adjoining Colapore. The ancient name of the hereditary Deshmooks was Bhonslay, and the chief is still styled Bhonslay—subsequently the Deshmooks were called Sawunts, and the appellation of the family has been given to the territory.

The Sawunt State was early addicted to piracy, with a view to the suppression of which a Treaty appears to have been proposed, if not concluded, with the Bombay Government in 1730; it is doubtful whether this Treaty was completed, it is here omitted.

The Sawunt Warree State being deeply implicated in piracy that of Colapore, the expedition from Bombay in 1765 was directed against both. The Fort of Raree was occupied on that occasion, and restored by the following Treaty:

No. CLV.

ARTICLES OF AGREEMENT with the BOUNCELLO, concluded at the Fort at Raree, the 7th April, 1765.

Article 1.

There shall be perpetual peace and friendship re-established between the Honourable Company and Kemsavant, the Bouncello, their successors and heirs, and for the stricter observance of the following treaty of peace, Kemsavant, the Bouncello, agrees to send two hostages of note, with their families, to reside at Bombay, and to be maintained at his charge.

Article 2.

The Bouncello renounces all pretensions which he has heretofore formed, or might form, to the lands and tenements situated between the rivers of Curlee and Salsee, from the sea shore up to the foot of the ghauts, which he cedes and guarantees to the Honourable Company, in full right, and will put them in possession of the same; likewise the sovereignty of the said river and the islands therein; but the Bouncello requests and hopes the Honourable Company will cause the amount of one-third of the annual revenues of the said lands and tenements to be paid him, either in money or Europe staples, or in grain. In consideration of his agreeing to and fulfilling the tenth article, the Honourable Company, on their part, renounce all pretensions to the lands, rents, revenues and tributes, which now, or heretofore, did pay obedience, rents, or tributes, to the Malwans, in any part of this country to the south of the river Curlee, and cedes and guarantees the same, in full right, to the Bouncello.

Article 3.

The Bouncello agrees to pay to the Honourable Company one lack of rupees, as the restitution for the expences they have been at during the troubles subsisting between the contracting parties; half to be paid in eight days from the time in which this treaty is concluded, 25,000 rupees within twelve months of this date, and the remainder 25,000 rupees within three years from the date hereof.

Article 4.

The Bouncello will not, by any menaces or otherwise, directly or indirectly, deter the inhabitants of the different districts or villages ceded to the Honourable Company, from living in them peaceably; and furthermore, will oblige all the inhabitants, with their families, who belonged to, or lived in the aforesaid districts, who have quitted them, or may hereafter leave them, to return to their habitations.

Article 5.

The English subjects, and the subjects of the Bouncello, shall have free liberty of trade and commerce with each other, without any hindrance or molestation.

Article 6.

The Bouncello will permit the Honourable Company to build a factory, or factories, in any part of his territories, adjacent to the shore, for vending their commodities, and to keep there such servants and people as they shall think necessary for conducting the same; and should any of the merchants or others, his subjects, become debtors to the English, they shall have liberty to imprison their persons, seize their effects, and vend them, till satisfaction is obtained.

SAWUNT
WARREE.

Article 7.

The Bouncello grants to the Honourable Company an exclusive right (except to the Portuguese nation) of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, in his territories, and to pass the same through his country.

Article 8.

The Bouncello will allow all merchants, or vanjarrahs, free liberty to pass and repass his territories, to and from Fort Augustus, with their effects, merchandize, carriages, and beasts of burden, they paying the accustomed duties, and no more, on any pretence whatever.

Article 9.

The Bouncello agrees to deliver up all the effects which have been carried away from Fort Sundero in the Malwan gallivats, with guns and all kinds of stores belonging to them, if any such can be proved to be in his possession now, or at any other time.

Article 10.

If Jeejaboy Maharajh, the Rannie, shall offer to invade the territories of either of the contracting powers, or that she hinders the merchants, or vanjarrahs from passing the ghauts, and the Honourable Company should find it necessary to attack her, in such case, the Bouncello agrees to assist and aid the Honourable Company with his whole force, and furnish a sufficient number of draught and pack oxen, to carry ammunition, provisions, and stores.

Article 11.

The Bouncello shall not keep any fleet, or have any vessels or gallivats equipped for war.

Article 12.

If ever the Honourable Company should think proper to demand of the Mahrattas the lands in the districts of Salsee, which formerly belonged to the Malwans, that, in such case, they will likewise demand for and on behalf of the Bouncello, the lands in the said districts formerly belonging to him. The Bouncello to pay an adequate share of the expences that may accrue to the Honourable Company in making these demands.

Article 13.

The Fort of Mussoora, with all the guns, shot, carriages and stores therein shall be delivered up to the Honourable Company, in its present situation within eight days from this date; in lieu whereof, the Honourable Company shall, at the same time, deliver up to the Bouncello the Fort of Raree, with all the guns and carriages found on the walls, when conquered by the English.

Article 14.

The Bouncello will not entertain in his service any people belonging to the English, whether Europeans or others, nor suffer any European deserters to pass through his districts, but on the contrary, give strict orders to all his officers to seize such as may be seen in his dominions, and return them to the chief of Fort Augustus, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Bouncello; and slaves to be returned on both sides.

Article 15.

If any vessels or boats belonging to the English, their subjects or dependents, shall at any time be drove ashore, or wrecked, in any part of the Bouncello's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered up to the right owner, without any charge whatever, except the labourer's hire. The English, on their part, will observe the same, in respect to the vessels belonging to the Bouncello.

Article 16.

If at any time the Bouncello should have occasion for powder and ball, and military stores, the Honourable Company will supply him with what they can spare, at the usual rates.

Article 17.

The Honourable Company agree, if convenient to them, to furnish the Bouncello with troops to go against his and their enemies.

Article 18.

The Bouncello agrees to fulfil the first, second, third and thirteenth articles' within eight days from the signature of this treaty; in default of which, he agrees to pay all the charges of maintaining the garrison of the Fort of Raree till they are fulfilled; at which time the Honourable Company will deliver up the Fort of Raree.

Article 19.

In witness of these articles of agreement between the contracting parties, we the underwritten agents, and ministers plenipotentiary, have signed with our hands, and in their name, and in virtue of our full powers, the present definitive treaty; and have caused the seals of the Honourable Company, and the Bouncello, to be put thereto.

Done at the Fort of Raree, the 7th day of April, 1765.

This Treaty was not observed by the Sir Dessaie, and in consequence Mr. Mostyn deputed the following year to effect some new arrangement, and the following Treaty was the result:

No. CLVI.

ARTICLES of AGREEMENT made and entered into by and between the HONOURABLE UNITED COMPANY of MERCHANTS of ENGLAND trading to the East Indies, and KEMSAVANT, the BOUNCELLO, concluded at the Fort of Raree, the twenty-fourth day of October, 1766.

Article 1.

There shall be perpetual peace and firm friendship re-established between the Honourable Company and Kemsavant, the Bouncello, their successors and heirs, and for the stricter observance of the following treaty of peace, the Bouncello agrees to send (should the Company require it) two hostages of note with their families to reside at Bombay, and to be maintained at his charge.

Article 2.

The Bouncello agrees to pay the Honourable Company two lacks, of rupees (2,00,000) ■ restitution for the expences they have been at from the time the troubles subsisted between the respective parties and maintaining the Fort of Raree, eighty thousand rupees to be paid in three months from the 24th October 1766, that is, fifty thousand (50,000) the first month, and thirty thousand within the three months, the remaining one lack and twenty thousand (1,20,000) to be paid in two years from the said 24th of October 1766, at equal payments of sixty thousand (60,000) each year, for the performance of which the Bouncello agrees to give Vittojee Cammotim, of Goa, as security, and the amount to be paid in Peerchaney and Hookarey rupees, and as security to Vittojee the Bouncello agrees to lodge in the Honourable Company's hands two hostages, by name Dowlet Delvie and Surzam Bowah, who are to reside at Bombay and to be maintained at his expence.

Article 3.

The Honourable Company, in consideration of the Bouncello's fulfilling the foregoing article, do agree on the payment of the first sum; viz. 80,000 rupees, to deliver him, the said Bouncello, the Fort of Raree, and do further renounce all claim or pretensions to the lands and tenements belonging thereto.

SAWUNT
WARREE.

Article 4.

The Honourable Company will carry away all guns, carriages, mortars, shots, shells, powder, stores, &c. of what kind soever they may have brought here, and they do give up to the Bouncello such guns and carriages as are here that were belonging to Fort Raree.

Article 5.

Kemsavant, the Bouncello, will permit the Honourable Company to build a factory, &c. with warehouses at Raree, at such place as may be most convenient for them, at which place they will hoist their flag, or on any part of his territories adjacent to the sea shore for vending their commodities, and to keep there such servants and people, also vessels and boats, ■ they shall think necessary for conducting the same; and should any of the merchants, or other his subjects, become debtors to the English, they shall have free liberty to imprison their persons, seize their effects, and vend them till satisfaction is made and obtained.

Article 6.

The English subjects and the subjects of the Bouncello shall have free liberty to trade and commerce with each other, without any hindrance or molestation.

Article 7.

Kemsavant, the Bouncello, will not, directly or indirectly, give any hindrance or molestation to any vessels or boats with English colours and passes, ■ any vessels ■ boats going under English convoys; in like manner the English will not molest any boats or vessels belonging to Kemsavant, the Bouncello, or his subjects, provided they have passes or certificates, with the Bouncello's seal affixed.

Article 8.

The Bouncello grants to the English nation an exclusive right (except the Portuguese) of importing and vending all Europe commodities, as lead, iron, steel, cloths, copper, &c., in his country, and to pass the same through his territories.

Article 9.

Kemsavant, the Bouncello, will allow all merchants or vanjarrahs free liberty to pass and repass his territories to and from the English factory, with their effects, merchandize, packages, carriages and beasts of burthen, they paying the accustomed duties and ■ more on any pretence whatever.

Article 10.

Kemsavant, the Bouncello, will not entertain in his service any people belonging to the English, whether Europeans or others, but ■ the contrary give strict orders to his officers to seize such as may be seen in his dominions nor suffer any European deserters to pass through his country, but return them to the Resident of the English factory, whether they are applied for or not, on promise of pardon; the English will observe the same in respect to the subjects of the Bouncello, &c. &c.; slaves to be returned on both sides.

Article 11.

If any vessels ■ boats belonging to the English, their subjects or allies, or those trading under their protection, ■ any time be drove ashore or wrecked in any part of the Bouncello's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes, and whatever part thereof may be saved to be delivered up to the lawful owners without any salvage whatever, except the labourer's hire. The English on their parts to observe the same in respect to any vessels belonging to Kemsavant, the Bouncello.

Article 12.

Kemsavant, the Bouncello, will not, by menaces or otherwise, directly nor indirectly, plunder or in any shape molest the inhabitants or others that may have served or lived under the protection of the English during the time they were in possession of Fort Raree, but permit them to enjoy peaceably their

houses, lands, and tenements, in the same free and ample manner as when the Bouncello's government subsisted, before the English conquered this place. The least infringement of this article will be highly resented by the Honourable Company.

Article 13.

Kemsavant, the Bouncello, agrees, should the Honourable Company be attacked and they should require his assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honourable Company in like manner agrees to assist the Bouncello should it be convenient for them.

Article 14.

Kemsavant, the Bouncello, in consideration of Vittojee Cammotim's standing his security to the Honourable Company for the amount of this treaty, does make over to the Honourable Company in his behalf and for his use the village and district of Vingorla, with all its oarts, farms, rents, customs, &c., of any kind or sort whatsoever, for the term of thirteen years (13), at which place the Honourable Company will hoist their flag, and keep there such servants and people as they may think proper, and should Kemsavant, the Bouncello, not have satisfied Vittojee Cammotim for the amount of the treaty at the expiration of the term of thirteen years, the Honourable Company will continue to keep it in their hands until he has received full satisfaction, at which time it will be returned to Kemsavant, the Bouncello, but the Honourable Company still continue their factory if they think proper.

Article 15.

In witness of these articles of agreement between the contracting parties, I, the under-written agent, for and in behalf of the Honourable United East India Company, and Kemsavant, the Bouncello, for himself, have signed with our hands and in virtue of our full power, the present definitive treaty, and have caused the seals of the respective parties to be affixed thereto.

Done at Fort Raree, this 24th day of October 1766.

(Signed) • THOMAS MOSTYN.

Disputed succession, almost continued warfare with the Rajah of Colapore, and latterly with the Chief of Nipanee, had weakened the control of the Warree Government over its Sirdars, who betook themselves to plunder and piracy, not sparing British commerce. To put an end to this evil and compose some disputes between Warree and Colapore, the subjoined Treaty was negotiated by the Envoy at Goa.

No. CLVII.

ARTICLES OF AGREEMENT concluded between the RAJAH POND SAWUNT BOUNSELLO BEHAUDER, SIR. DESSYE of COODALL and its dependencies, on the one part, and COURTLAND SCHUYLER, Esq. Captain of His Britannick Majesty's 84th Regiment of Foot, and British Envoy at GOA, under instructions from the RIGHT HONOURABLE GILBERT, LORD MINTO, Governor General of BRITISH INDIA, on behalf of the HONOURABLE EAST INDIA COMPANY, on the other part.

Article 1.

There shall be perpetual peace and friendship between the Honourable Company and the Rajah Pond Sawunt Bounsello, and their successors and heirs for ever.

Article 2.

In order to the effectual suppression of piracies which have hitherto been practised by the subjects of the Rajah Pond Sawunt Bounsello, it is hereby agreed upon, on the part of the Bounsello, that the Fort of Vingorla and the Battery of Gunaramo Tembe with the port and proper limits thereof, shall be ceded in full right and sovereignty to the Honourable Company for ever and the British troops shall be put in immediate possession of the same.

SAWUNT
WARREE.

Article 3.

It is further agreed on the part of the Rajah Pond Sawunt Bounsello that he will deliver up to the Honourable Company all gallivats, pattimars, and other vessels of every description that may hereafter be found equipped in a warlike manner, and that the ■■■■ shall become lawful prizes to the Honourable Company.

Article 4.

It is further agreed upon, on the part of the Rajah Pond Sawunt Bounsello, that ■■ vessel of any description whatever, belonging to the Sawunt Warree State shall be allowed to proceed to or from the port of Newty, without first being examined by ■ person or persons who will be appointed for that purpose by the British authority, and also that ■ guard of British troops shall be stationed at the port of Newty for the ■■■■ purpose.

Article 5.

It is also agreed upon, on the part of the Rajah Pond Sawunt Bounsello, his heirs and successors, that if at any time hereafter any of his subjects shall be guilty of piratical acts, the Ports of Raree and Newty shall be given up to the Honourable Company in like ■■■■ with Vingorla.

Article 6.

It is further agreed on the part of the Honourable Company that ■■■■ the British troops shall be put in possession of the Fort of Vingorla, the blockading squadron shall be withdrawn, and the ports in the Sawunt Warree State shall be opened for the free trade of the subjects of the Honourable Company and the Rajah Pond Sawunt Bounsello.

Article 7.

British merchants shall be allowed the free liberty of passing and repassing the territories of the Rajah Pond Sawunt Bounsello with their effects, merchandizes, carriages, and beasts of burthen, upon paying the same land tolls as paid by the natural subjects of the Rajah, and no more upon any pretence whatever.

Article 8.

The British troops and subjects residing within the territory of the Rajah Pond Sawunt Bounsello, shall not be obliged to pay a greater price for the produce of his country than the natural subjects of the Rajah.

Article 9.

That British subjects residing within the territories of the Rajah Pond Sawunt Bounsello, shall be solely amenable to the British authority, and any offences they may commit, shall, on a representation from the Rajah to the officer commanding, be duly attended to, and the like to be observed on the part of the British, towards the subjects of the Rajah.

Article 10.

All military stores of every denomination and all supplies of provisions and Europe articles imported for the use of the British officers and troops, residing in the Sawunt Warree State, to be allowed to pass duty free.

In witness hereof, we, the undersigned, Rajah Pond Sawunt Bounsello Behauder Sir Dessye of Coodall and its dependencies, and Courtland Schuyler, Esq. Captain in His Britannick Majesty's 84th Regiment of Foot, and British Envoy at Goa, have signed the present agreement, and have caused our respective seals to be set thereto.

Done at the village of Mardoor, in the district of Santaida, Sawunt Warree State, on the 3rd day of October, 1812.

Additional Article.

It is further agreed upon that private property of every description, belonging to subjects of the Rajah Pond Sawunt Bounsello within the limits of the Fort of Vingorla and Battery of Gunaramo Temeb, ceded to the British, shall be

respected; and further, that the British authority will not afford its protection to any of the subjects of the Bounsello who may be guilty of offences against the Sawunt Warree State, the latter part of this article to be observed by the Rajah Pond Sawunt Bounsello towards British subjects.

**SAWUNT
WARREE.**

The
Company's
Wafer Seal.

Govt. Genl's
Small Seal.

(Signed) MINTO.
" N. B. EDMONSTONE.
" A. SETON.

Ratified by the Right Honourable the Governor General in Council, at Fort William in Bengal, this fifteenth day of January, 1813,

(Signed) J. MONCKTON
Persian Secretary to Government.

Soon after the conclusion of the above agreement, Phond Sawunt died, and Doorga Bai became Regent. Regardless of existing treaties, she attacked the Raja of Colapore and committed depredations in the British territory. Remonstrance having failed to obtain redress and future security, British force entered Sawunt Warree: matters were finally adjusted by the following Treaty.

No. CLVIII

TREATY between the HONOURABLE EAST INDIA COMPANY and the REGENCY of SAWUNT WARREE on the part of RAJA KHAIM SAWUNT BHONSLA, settled by MAJOR GENERAL SIR WILLIAM GRANT KEIR, K.M.T., on the part of the British Government, and by RAJAH KHAIM SAWUNT BHONSLA on the part of government of SAWUNT WARREE, by virtue of full powers from the British Government, on the one part, and with the concurrence and consent of the REGENCY of SAWUNT WARREE, on the other.

Article 1.

There shall be perpetual peace and friendship between the British government and the State of Warree.

Article 2.

The British government engages to protect the principality and the territory of Sawunt Warree.

Article 3.

The Regency on the part of Raja Khaim Sawunt Bhonsla agrees to act in subordinate co-operation with the British government and acknowledge its supremacy, and will not have any connection with other chiefs and States.

Article 4.

The Regency on the part of Raja Khaim Sawunt agrees not to enter into negotiations with any chief or State without the knowledge or consent of the British government.

Article 5.

The Regency on the part of Raja Khaim Sawunt Bhonsla agrees not to commit aggressions on any one, they shall be submitted to the arbitration and award of the British government.

Article 6.

The Raja and his heirs and successors shall remain absolute rulers of the country, and the jurisdiction of the British government shall not be introduced into that principality.

**SAWUNT
WARREE.****Article 7.**

The treaty of ten articles concluded at Mardoor, between Captain Courtland Schuyler and Raja Pond Sawunt Bhonsla, on the 3d October, 1812, is hereby confirmed: but Raja Khaim Sawunt Bhonsla having perfect confidence in the justice of the British government, agrees that if any of his subjects be guilty of crimes within the territories of the British government they shall be tried and punished by the officers of the British government.

Article 8.

Whereas frequent depredations have been committed in the British territory by subjects of the State of Sawunt Warree, the Regency on the part of Raja Khaim Sawunt Bhonsla agrees never to employ in the service of the government of Sawunt Warree Sumbajee Sawunt or Babna Gopaul, the principal instigators of those depredations. The Regency further engages to deliver up to the British government such of the perpetrators of those depredations as may be in their power to apprehend, and whose names have been given by Major General Sir William Grant Keir, K.M.T. It is further stipulated and agreed, that all subjects of the State of Sawunt Warree who may in future be guilty of plundering the territories of the British government, or any of its allies, are to be given up to the British government to be punished according to the laws of that government, and in the event of the real criminals not being given up the amount of the property plundered is to be paid by the government of Sawunt Warree to the British government.

Article 9.

The Regency, on the part of Rajah Khaim Sawunt Bhonsla cedes in perpetuity to the British government, the Forts of Raree (Easwuntgürh) and Newter, together with the lands round those Forts which have hitherto belonged to their jurisdiction comprehending the districts of Panti and Ajgaum, and the whole lines of sea coast from the Cartee river to Vingorla, and from Vingorla to the Portuguese territory, and as Sumbajee Sawunt and Babna Gopaul are unable to reimburse the claims of the British government, out of consideration to the Raja Khaim Sawunt Bhonsla those claims are expressly relinquished on the part of the British government.

Article 10.

As a further security against a renewal of the depredations committed by the subjects of the Sawunt Warree government, the Regency, on the part of Raja Khaim Sawunt Bhonsla, agrees to admit any British detachment that may be thought necessary by the British government into any part of the territory of Sawunt Warree, and to afford it every assistance, seizing plunderers and freebooters.

Concluded at Majgaum, 17th February, 1819.

(Signed) WILLIAM GRANT KEIR.
Major General.

The above treaty, consisting of ten articles, was agreed to by Raja Khaim Sawunt Bhonsla Behauder Sur Dessye, with the approval of Nurbudda Bae and Saveetree Bae.

The terms of the foregoing Treaty are relaxed by the following:

No. CLIX.

TREATY with the REGENCY of SAWUNT WARREE, dated the 17th February, 1820. Articles of Agreement stipulated and agreed upon between the Honourable East India Company and the Regency of Sawunt Warree, on the part of Rajah Khaim Sawunt Bhonsla Behauder Sur Dessye of Coodall and its dependencies.

Settled by Captain Gideon Hutchinson, in charge of the Political duties, on the part of the British government, and by Rajah Khaim Sawunt Bhonsla Behauder, on the part of the government of Sawunt Warree, by virtue of full powers from the British government, on the one part, and with the concurrence and consent of the Regency of Sawunt Warree, on the other.

Article 1.

The British government, in token of its friendship towards the Sawunt Warree State, and to evince that it demanded the cession of the Ajgaum and Paut districts, ceded by the treaty concluded on the 17th February, 1819, for the sole purpose of putting an effectual stop to the depredations committed in the Honourable Company's territories, by the subjects of the Sawunt Warree State, does hereby restore to Rajah Khaim Sawunt Bhonsla Behauder, the Ajgaum and Paut districts, (with the exception of the Forts of Estwuntgurh (Raيرة) and Newtee, and the villages forming the line of the sea coast), and the undermentioned villages of the Boordavee district, in perpetuity, viz. the inland villages of the Ajgaum district, Ajgaum, Asoolee, Manoo, Urioundy, Tuhoanny, Terrawanny, Kenslay, and Gooldeaway; the inland villages of the Paut district, Paut, Tayndoolee, Chandwun, and Kurnuthee; and of the Boordavee district, the villages Wurroos, Kuswun, Wussurgaum, Hussaul, Koonday, Purvay, Kasurrul, and Gauree-warreetururdy.

Article 2.

It is expressly agreed, and it is stipulated on the part of the Regency, for and on behalf of Rajah Khaim Sawunt Bhonsla Behauder, that no person of, or belonging to the above-named places, and others that may be hereafter given on any account or cause whatsoever, shall be responsible, or punished for any acts committed or done by orders, or sanction, or cognizance of the Honourable Company, prior to the date of their being delivered to the possession of the Sawunt Warree State.

The above treaty consisting of two articles, was agreed to and concluded by Rajah Khaim Sawunt Bhonsla Behauder Sur Dessaye of Coodall and its dependencies with the approval of Nerbudda Baee and Savetree Baee, at Sawunt Warree, the 17th day of February 1820, corresponding to Thursday, the third of Rubbelaker, in the year Soorsun Ashreen Meyateenoon Aluph.

Note.—The above treaty was confirmed by the Bombay Government on the 19th March, 1820.

In 1822 the government was entrusted to the young Chief, Khaim Sawunt, usually styled Bappoo Sahib. He proved a weak and incompetent ruler.

In 1828, Phond Sawunt, an influential Sirdar, rebelled against his sovereign, and British troops were required to reduce him. He rebelled again in 1832, and was joined by several influential Chiefs; Government was again compelled to an armed interference. The rebellion was quelled and an accommodation effected with the other insurgents, but Phond Sawunt and his sons absconded and continued in rebellion until 1838, when an amnesty was granted to them by the British Government.

On the restoration of tranquillity the Sir Dessaye entered into the following Engagement:

No. CLX.

SUBSTANCE OF A MEMORANDUM OF RAJAH KHAIM SAWUNT BHONSLA BEHAUDER
SUR DESSAYE PRANT KAODAL and MAHALS SOOSUN SULLAS SULLASHEEN
MYATEEN WA ULEIF.

My country has been thrown into disorder and confusion more than once through my own misconduct, and the Honourable Company now, at my request, undertakes to restore my authority. I therefore engage to act up to the following conditions, on which alone the assistance of the Honourable Company is extended to me.

Article 1.

I will appoint Vittul Row Mahadeo Suchnees, my karbarree, to manage the affairs of my State, and I will not remove him without the consent of the British government.

Article 2.

Whatever measures of reform for the reduction of my expences or those of my State, and whatever arrangements for the satisfaction of those whom my misgovernment has rendered discontented the said karbarree may advise, and

**SAWUNT
WARREE.**

the British government may sanction, I will authorize and act up to, and enforce, and I will offer no obstructions whatever, and I will engage to the utmost of the duties and power, always to support the said minister in the discharge of my ability entrusted to him.

Article 3.

If I fail in either of these conditions, I shall have deservedly forfeited the friendship and confidence of the British government, with whom it will then remain to make a suitable arrangement for the State, preserving the musnud to my son, according to the treaty.

Article 4.

Whatever extra expences are required on account of troops, or for any other causes relative to the settlement of the principality I agree to defray.

The above four articles I agree to, Chundree, two, Shahan Oorf Posh Shud tretiah Shekkah 1754, Nundunnam Suwuntsurre, 25th December 1832. The memorandum executed on the 19th instant, did not contain the name of karbarree appointed, in consequence of which this memorandum is drawn up, and the first destroyed.

Seal.

(True translation,)

(Signed) G. GIBERNE,
Principal Collector.

(True copy,)

(Signed) E. H. TOWNSEND,
Secretary to Government.

Regardless of this engagement, into which he had never cordially entered, the Sir Dessaie reverted to his old habits on being relieved from his immediate fears. Another rebellion broke out, and was again suppressed by British troops.

In 1836 the customs leviable on the military road passing from Vingorla through Sawunt-Warree were transferred to Government, and in 1838 the customs of the Warree state were transferred to the British Government by the following Agreement:

No. CLXI.

ARTICLES of AGREEMENT stipulated and agreed upon between ALEXANDER ELPHINSTON, Esq. Acting Collector of Rutnagiree, in behalf of the BOMBAY GOVERNMENT, on the one part, and the Chieftain of SAWUNT WARREE, on the other, dated September, 1838.

Article 1.

The chieftain of Warree agrees to renounce all claim to the levy of customs, land customs, and sea customs within, as well as on the borders of the Sawunt Warree territory.

Article 2.

The British government are in future to have the exclusive privilege of collecting customs, land customs, and sea customs, according to their own rules, and in any manner they please on the whole of the frontier, between the Warree and the Portuguese States, including the port of Banda; the chieftain of Warree is not on any plea whatever to raise objections either on account of customs or on any other account whatever.

Article 3.

With the exception mentioned in the above article of this agreement the levy of all customs, land customs and sea customs is to be abolished in the Sawunt Warree principality.

Article 4.

The British government agree annually to pay to the chieftain of Warree the amount hitherto annually realized by him, under the head of customs, land customs, and sea customs, together with the sum paid to Huckdars; the sum to be paid, is to be the average annual amount of collections for the three years 1834-35, 1835-36 and 1836-37.

Article 5.

The chieftain of Warree having requested that the customs on goods brought from Goa for the use of his State and establishment, might be permitted to pass free of customs, provided, however, that the amount of customs ■ remitted is not to exceed rupees five hundred per annum; the British government have no objection to this request, but with the view of saving unnecessary trouble, they agree annually to pay to the chieftain, in addition to the amount alluded to, in article 4, the ■■■ of rupees five hundred, in lieu of the aforesaid remission of customs.

Article 6.

In the event of the British government re-establishing the levy of land customs in their own dominions, then the chieftain at Warree, will be at liberty also to re-establish the levy of land customs in his country at all such nakas (excepting those on his frontier with Goa) ■ are now agreed upon to be abolished by him, and then, ■ ■ matter of course, he is to give up all claim to the compensation mentioned in article 4, on account of the abolition of all such nakas.

Article 7.

As the British government have agreed to pay to the chieftain compensation for the whole of the revenue of his custom nakas, they shall, in the event of their deeming such ■ course expedient, be at liberty to re-establish the levy of customs according to their own rules at all or any naka situated at the foot of the ghauts within the Sawunt Warree principality, ■ well as to re-abolish the same at such time as they may think necessary.

The above seven articles have been agreed upon by both of the contracting parties, and the ■■■■ are to have effect from and after the 1st day of October 1838.

(True translate.)

(Signed)

RICHARD SPOONER.

Acting 1st Assistant Collector.

The Sir Dessai's misgovernment was continually driving his subjects into outbreaks, which he was unable to repress, and government declined employing its troops any more for that purpose. At length it was found necessary to place the Warree country temporarily under British management.

The peace of the country continued to be for some time disturbed, owing to the disaffected finding refuge, when hard pressed, in the Goa territory, where they re-organized their bands for ■ renewal of depredations on Warre on the relaxation of protective measures. In 1839 the Sawunt Warree local corps was raised; it is officered from the line and paid from the revenues of Warree.

In 1844, a rebellion broke out in Sawunt Warree, and the rebels, when defeated, found shelter, ■ on former occasions, in the Goa territory.

COLABA.

COLABA.

Colaba was the principal naval depôt of the Mahratta nation, and was held on Serinjamee tenure by the Angria family, who usually commanded the Mahratta fleets, and appear to have practised piracy as ■ profession. On the subversion of the Peishwa's authority and devolution of his rights on the British Government, the following Treaty was concluded with the Chief of Colaba:

No. CLXII.

TREATY with RAGHOJEE ANGRIA, of Colaba, July, 1822.

Whereas, by the conquest of the territories of Bajee Rao, the late Peishwa, and the complete extinction of his power, the rights possessed by his Government are now transferred to that of the Honourable East India Company; and whereas it is desirable to fix with precision the future relations between the said Company and Râghojee Angria, the following articles have been agreed upon:

Article 1.

The friendly relations which have long subsisted between the Honourable East India Company and the Colaba State, are hereby confirmed, and the British Government agrees to afford its protection to the Chieftain of Colaba against the attacks of any other state.

COLABA.

Article 2.

Raghojee Angria, in consideration of such protection, engages, on his part, not to employ in his service any foreigner of any description whatever, whether European, or American, nor to allow such foreigner to reside within his dominions without the permission of the British government; and in the event of any such person arriving within his dominions, to report the appearance of such person to the British government. Neither will he enter into any treaty of alliance or commerce with any of the native States, but place his sole reliance ■ the protection and support of the British government in the enjoyment of his rights. And, for securing the objects of this stipulation, it is further agreed, that no communication or correspondence shall be holden by the Colaba with any other Potentate or State, without the previous knowledge and sanction of the Honourable Company's Government, but the Colaba State will continue the usual correspondence with the Khan of Junjeera, Suckeer Punt, Umuldars, and other Umuldars, on the border of the Colaba districts, respecting disputes which arise in the Mehals and dependencies.

Article 3.

The territories of the Colaba State, being intermixed with those of the British government, and it being desirable that the possessions of each should be concentrated by exchanges to be made on fair and just principles, it is hereby agreed that such exchanges as may be necessary with ■ view to the attainment of that object, shall be adjusted by Commissioners to be nominated for the purpose of settling the boundaries of the British government, and those of the principality of Colaba. And the British government, relying upon the fidelity of Raghojee Angria, and on the sincerity of his acknowledgment of the supremacy of the Honourable Company, hereby guarantees to him, and to his heirs and successors, on the conditions hereafter specified, the integrity of his dominions, the boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision.

Article 4.

The British government relinquishes in favour of Raghojee Angria, his heirs and successors, nuzzur nuzoraus, as received or claimed by the late Peishwa and his successors; but reserves to itself entire supremacy over the Colaba State, and the right of conferring investiture on the Chief of Colaba on any vacancy of the musnud. And the said Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to act generally in subordinate co-operation to the British government.

Article 5.

The British courts of justice, laws and regulations, shall not be introduced into the principality of Colaba, against the will of Raghojee Angria, his heirs and successors; but the British government hereby requires and provides, and the Chieftain aforesaid, in behalf of himself, his heirs and successors, hereby engages for the continuance in possession of all persons actually holding enam and sarunjam lands up to the present time, under the sunnuds of the Peishwa or the Rajah of Sattara.

Article 6.

And whereas the said Raghojee Angria has solicited (vide A.) that the Honourable Company would guarantee to Venaik Rao Pursuram Deewanjee and his associate, certain villages and lands, of the value of rupees 15,000l., as per annexed list, (vide B.), the whole have been assigned to him as ■ reward for his past services; together with a debt due by the State of Colaba to the said Venaik Rao Pursuram Deewanjee, (vide C. D. E.), not exceeding rupees 2,28,287 3 18³/₄, and that the said Deewanjee shall not unjustly be molested by the Colaba State. Whereas the Honourable Company's Government have undertaken the aforesaid guarantee to the said Venaik Rao Pursuram Deewanjee, and to his heirs and successors, together with certain other persons therein named, Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to make due provision for the payment of such amount ■ may appear, on investigation, to be justly due to the said Venaik Rao Pursuram

Deewanjee; and in failure thereof, he further agrees that the Company shall be at liberty to interfere, when occasion renders it necessary, with a view to compel the said Raghojee Angria to place the said debt in a train of liquidation, by allotting specific funds for that purpose: but it is to be understood, that on the discharge of the said debts, any funds which might be allotted to the payment thereof, will revert to the said Raghojee Angria, his heirs and successors, on their former footing. With respect to the above-mentioned debt, such amount as may be ascertained to be justly due shall be paid. In case of any item in the account being objected to by either of the parties, on its being of a greater or less amount, in the event of their not being able to come to an amicable private settlement between themselves, the Honourable Company's government will, on investigation, decide on any such disputed point, and order the party whose claim may appear just to receive credit for such ascertained amount. And whereas certain rights, immunities, and indulgences, as to fields, salt, batty-fields, pal, &c., now held by the Deewanjee and his associates, as mentioned in the annexed memorandum (vide F.), may be affected by the exchange of territories, the said Company engages to continue them to the said Deewanjee and his associates, to be enjoyed on the same footing under the British government, as before under that of the Colaba State.

Article 7.

All balances shall be adjusted within a reasonable time, and engagements shall be taken to that effect from all persons in arrear. In default of payment the parties shall be given up.

Article 8.

All guns, stores, and other moveable property in the Forts and places to be mutually exchanged, are to be removed by the parties relinquishing the same.

Article 9.

Raghojee Angria hereby agrees, on behalf of himself, his heirs, and successors, that in no case whatever shall any asylum be afforded, within the limits of his possessions, to any public offenders, or to any persons desirous of escaping from the jurisdiction of the Company's court of justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honourable Company; and he further agrees to deliver up all such persons, without delay, on application from such officer or officers as the Governor in Council of Bombay shall appoint for the purpose.

Article 10.

Raghojee Angria doth hereby engage on his part, and on the part of his heirs and successors, to prohibit the import and export, as well as the transit of opium, within any part of the territories of the Colaba State.

Article 11.

And whereas the British government hath bound itself to protect Raghojee Angria, his heirs and successors, against the attacks of any other State, and to secure to him the quiet possession of the territories dependent upon Colaba; and whereas it is incumbent upon Raghojee Angria and his successors to make permanent provision for the support of Moorarjee Angria, now residing on the island of Bombay, on a stipend of two hundred and fifty rupees per mensem, allowed to him by the State of Colaba, the said Raghojee Angria hereby engages, on behalf of himself, his heirs, and successors, to continue payment of the said stipend of two hundred and fifty rupees per month to the British government, as heretofore, for the purpose above stated, whilst the said Moorarjee Angria shall conduct himself in a suitable manner towards the government of Colaba, as now established; if any circumstances shall hereafter give rise to complaints against the said Moorarjee Angria by the Colaba administration for the time being, the British government reserves to itself the exclusive right of deciding upon the conduct of the said Moorarjee Angria, whilst he continues to reside within the British dominions, and also as to the propriety, or otherwise, of the continuance of his said stipend of two hundred and fifty rupees.

COLABA.

Article 12.

Beyond the boundaries of the Colaba State, as to be fixed by the exchange of territory, there are several villages, umeels, lands, wuttuns, and places belonging to it, both above the ghauts and below them, in Turuf Nagotna Talooka Soodhagur. These, whatever on inquiry they may appear to be, will, after due deliberation, be continued ■ heretofore, a detailed Schedule of them being hereafter made out and annexed to this treaty.

(Signed)

HASTINGS.

J. ADAM.

J. FENDALL.

W. B. BAYLEY.

Ratified by the Governor General in Council, at Fort William in Bengal, this 16th day of August, 1822.

(Signed)

G. SWINTON,

Secretary.

A.

Translation of ■ Copy of a Letter from Raghojee Angria of Colaba to the Honourable M. Elphinstone at Poona, dated the 27th Jemadee-ool-awul, or 4th April, 1818, A. C.

Vinaick Pursuram, the Deewanjee, having eminently served the State of Colaba under the administration of the late Moorarjee Angria, and preserved it by maintaining the alliance with the Honourable Company, when Bajee Rao subsequently broke with the Honourable Company and commenced hostilities, certain allowances and enams were granted to him, and to those connected with him, as specified in a separate memorandum, and which are to be enjoyed by the respective parties and their heirs, without objection, even though the said Deewanjee should retire from office. Any claims possessed by him against the State are also to be adjusted by the accounts, and he is to be duly protected by it, whenever occasion may render such protection necessary. I request that the Honourable Company's government will satisfy him on this point.

B.

Memorandum of Assignments made by the Colaba State to Vinaick Pursuram Dewan, and to his dependants, Anno Soor Sun Suman Usur Myantyn Auluf, (A.D. 1817-18.)

To Vinaick Pursuram, for himself - - - - Rupees 10,002 0 0

Villages granted in the district of Manickgurrh for, Rupees 8,002

The whole village of Koprolee, in the district of Assurwulee, ■ enam, the batty is fixed at the rate of sixteen rupees, ■ per sunnud - Rupees 1,000

Villages granted as Nemnook, as per sunnud, to the amount of - - - - Rupees 7,002

1 The village of Oolway.

1 Ditto Furgurrh.

1 Ditto Dapalee.

1 Ditto Johur.

1 Ditto Sawlay.

1 Ditto Pirkonay.

1 Ditto Kopur.

1 A distillery in the district of Aoorvulee.

8

The amount of which - - - - Rupees 7,542

Deduct the amount granted separately, viz.

To Pandoorung Nursurweed - - - - 200

To his dependants - - - - 340

540

Balance - - 7,002

8,002

Payable from the treasury in cash ■ Nemnook - - - 2,000

10,002 ■ ■

To his dependants, as Nemnook, Rupees 426 2 25, viz.

To Bapoojee Bullab - - - - - Rupees 1,872

Villages to the amount of Rupees 1,300, viz.

The village of Kadhewlee, in the district of
Manickgurrh as enam, ■ per sunnud - - 772

The village of Nedhowlee, in the district of
Manickgurrh, granted for defraying the ex-
pences of a palanquin - - - - - 528

From the treasury as Nemnook - - - - - 1,300
572
1,872 0 0

To Khandoo Setaram, Rupees 1,368.

Enam villages in the district of Manickgurrh, as per
sunnud, with detailed memorandum, Rupees 360

The whole village of Put, in the dis-
trict of Doorgatun - - - - - 334 1 18½

Five beegas of land in the village of
Kambay, within the division of
Doorgatun, estimated - - - - - 25 2 81¼

From the treasury, ■ Nemnook - - - - - 1,008
1,368

To Pandoorung Nursing, Rs. 580 2 25

As Enam - - - - - 200 0 0

On account of land - - - - - 80 2 25

From the treasury ■ Nemnook - - - - - 280 2 25
300 0 0
580 2 25

Amount of enam villages to be given to his dependants
of the, but which are granted in his own
name - - - - - 340 0 0

To Baboo Chut, the son of Gungather Chut Vidheas,
from the village of Vursnee - - - - - 100 0 0

2,388 2 25

To certain Karkoons and Brahmips, who are his dependants, from
the Treasury - - - - - 738 1 75

15,001 0 0

Recapitulation.

The amount of villages and lands granted - - - 10,382 2 25
From the Treasury - - - - - 4,618 1 75
15,001 0 0

Amounting to rupees fifteen thousand and one, viz., villages and lands to the amount of rupees ten thousand three hundred and eighty-two, two quarters and twenty-five reas, have been bestowed ■ him, together with the sum of rupees four thousand six hundred and eighteen, one quarter, and seventy-five reas, to be paid in cash from the treasury as Nemnook. In conformity with the above memorandum, the villages and lands, together with the payments to be made in cash, will be continued to be enjoyed by his descendants. Agreed to accordingly.

C.

Translation of ■ Letter from Raghojee Angria, of Colaba, to the Right Honourable the Governor, dated the 12th Shawul, 1234 of the Hegira, on 4th August 1819, A.D.

I beg to state that this government having concluded ■ settlement of the concerns of Venaik Pursuram Deewanjee, addressed a letter to the Honourable Mount Stuart Elphinstone at Poona, bearing date the 27th Jemadee-ool-Awul, for the satisfaction of the said Deewanjee, and ■ copy of the reply, dated the 14th Jemadee-ool-Akhir (the 11th of April 1819), is transmitted to your Excellency. It is therein suggested that I should not only make known to your Excellency the amount of the debt, but also (my intention) that the Deewanjee

COLABA.

should be secured against molestation from the State of Colaba, on which your Excellency would set his mind at rest; and I have accordingly to request that the Honourable Company's government will give him that assurance, both in regard to the amount of his debt, for which a memorandum has been granted under my seal (Mortab), ■ admitted on adjustment, and that no molestation shall be offered to him by the State of Colaba.

D.

Translation of ■ copy of ■ Letter from the Honourable Mountstuart Elphinstone to Raghojee Angria, dated 11th April, 1819, corresponding with the 14th Jemadee-oof-Akhir.

I have received your letter, dated the 27th Jemadee-oof-Awul (4th April, 1818), noticing that Vinaik Pursuram, the Deewanjee, having, during the administration of the late Moorarjee Angria been extremely useful, and having preserved the State of Colaba by maintaining the alliance with the Honourable Company, when Bajee Rao subsequently broke with the Honourable Company and commenced hostilities, certain allowances and enams had been granted to him, as well as to Bapoojee Bullal and others connected with him, by the government of Colaba, as detailed in a separate memorandum, which were to be enjoyed by the respective parties and their heirs unmolested, even though the said Deewanjee should no longer act in the administration; that his claims against the State should be satisfied according to what might appear to be justly due, and that he should be protected by it, whenever occasion might render such protection necessary; requesting, at the same time, that the Honourable Company's government satisfy him on these points. In consequence of this application, I have affixed my signature, as guarantee to the memorandum of the enams and allowances granted to him and to his dependants, which was transmitted under your Mortab (seal), amounting to rupees 15,001: but as you have omitted to state the amount of the debt, and confined yourself to a declaration that protection would be extended to his concerns, I am unable, under such general expression, to satisfy him on this point; I therefore request, that you will communicate the amount of your debt to the Right Honourable Sir Evan Nepean, Bart., who will not only satisfy him in this respect, but also that he will not be subjected to any unmerited harsh treatment from the State of Colaba.

E.

Translation of a Memorandum of the *bona fide* Debts contracted through the medium of Venaik Pursuram Dewan, Anno Soor Sun Esreen Myantin Ouluf (A.D. 1819-20.)

After examination, the accounts show balance due by Government, from the commencement up to the 11th of Shabaun, being the termination of the year Sita Usur 12th Jestood 1741 5th (June, 1819), to be Poona Chandore rupees 2,28,287 3 18½, which sum of Poona Chandore rupees, as due to the above-named, up to the end of the year Gisa Usur (5th June, 1819), it is agreed to pay, with such interest as may become due, at the rate of one per cent. per month, together with a premium (munstee) of two per cent. per annum, payable at once.

Dated Colaba, the 10th Shawul, Anno Soor Sun Esreen, in the month of Shrawon, (2d August, 1821).

F.

Memorandum from Pursuram Sreedhur at Aptey, year Ehidi Esreen Myantyn Ouluf (A. D. 1820-21).

For many years I and my family have enjoyed privileges, which were granted to us by Angria, in the villages under Manickgurrh; when, therefore, our exchange of territory shall take place, I trust that ■ Angria's inserting an article providing for the continuance of my privileges, the Honourable Company will be pleased to cherish me and my family, agreeably to what will remain to be given in exchange.

1. I enjoy the vet begar (labour) and firfirmas (presents of fowls and fruit, &c.) of the village of Johy Turuff Humrapore, in the Kurnata district, which belong to both States, viz.

A. As the Government karaj (hay and wood) required for the Fort, and also the vet (labour), have been given to me, I take four weeks' labour from each ~~man~~ annually.

B. It is the custom to receive two fowls every year from each house.

C. It is the custom to receive two pumpkins every year from each house.

D. It is the custom to receive ten loads of sahay from each person, in order to watch the house.

E. For the Junum Ustanree in the month of Sravan, there may be about six or seven pots of butter milk, and it is the custom to receive half ~~one~~ rupee as the price of each pot.

2. I enjoy ~~one~~ kowl (lease) and exemption concerning the augde kharee (salt batty ground, whose rent is paid in money), and nugdi begah oathanlee (sweet batty fields, whose rent is paid in money), for their embankment. As I laid out expences in embanking them, an indulgence has been allowed in the rent, and an exemption from house and buffalo tax. Vet begar (labour) and firfirmas (presents of fowls, fruits, &c.) has been granted to the people for keeping in order the salt batty ground, and fields and gardens.

3. We enjoy goora wareys (sheds for cattle) and pasturage lands.

Raghojee Angria, with whom the above Treaty ~~was~~ formed, died in 1838. He was succeeded by a posthumous son, who died in 1840, and there being no legitimate successor Colaba lapsed to the British Government.

SCINDIAH.

In his first expedition into Malwa, the Peishwa, Bajee Rao, was accompanied by Ranajee Scindiah, who, though of ~~a~~ respectable family near Sattara, commenced his career in a menial capacity. His abilities soon attracted the notice of the Peishwa, who promoted him to ~~a~~ chief command, and granted him a jaghire in Malwa, of the value of 65 lacs of rupees per annum.

Ranajee was succeeded in the management of his jaghire, of which the chief place, was Oojein, by his second son, Madhajee Scindiah.

Madhajee re-conquered most of the possessions in Hindoostan which had been relinquished by the Mahrattas after the battle of Paniput. He introduced, by means of French Officers, European discipline into his army, and acquired ~~a~~ complete ascendancy over the Peishwa and the Emperor of Delhi.

Madhajee Scindiah was present at Poona with his army in 1779, and was ~~a~~ party to the convention of Wargaum and to the war that ensued. The capture of Gwalior and other operations in that quarter drew him from the Deccan, and in 1781, after his defeat by Lieutenant-Colonel Carnac near Mahautpoor, he entered into the following separate Treaty:

No. CLXIII.

TRANSLATION of ~~a~~ copy of the TREATY entered into by MOBARUS-UL-MOULK, IFTIKER-UL-DOWLA, COLONEL MUIR, BEHAUDER, MAHABUT JUNG, on the part of the ENGLISH EAST INDIA COMPANY, and the MAHA RAJAH SAHEB SOUBAH DAR MADHA RAO SCINDIAH BEHAUDER, ~~in~~ his part, 1781.

The Nawab Amaid-ul-Dowla, Telledut Jung Hastings Behauder, Governor General of Bengal, &c. having obtained full authority from the Governor General of Bengal, &c., grants full powers to Colonel Muir above-named, to negotiate ~~a~~ peace between Maha Rajah Sahib Soubahdar Madha Rao Scindiah Behauder and the English Company, in such manner that whatever shall be agreed to by the Colonel, on the part of the Company, the Governor General and Council.

SCINDIAH.

shall also agree to, and confirm: Colonel Muir and the Maha Rajah Saheb are both desirous of a peace, and have determined upon and agreed to a peace on the following conditions; viz.

First.—That, having mutually resolved upon a peace, and firm alliance, they shall respectively observe their agreements for ever.

Second.—That, within the term of eight days from the time of the confirmation of the treaty, they shall at one time, march off their respective armies. Colonel Muir with his, shall return towards the country of Nawaub Vizier-ul-Mulmalick, and the Maha Rajah with his army, shall return to his own country.

Third.—That, should it be deemed advisable, the Maha Rajah shall endeavour to effect a peace between the English and Hyder Ally Cawn, also a peace between the English and the Peishwa. Should this peace be effected, it is well; otherwise the English have the choice to do as they shall judge proper, and the Maha Rajah shall not assist or oppose either party.

Fourth.—That, whatever country of the Maha Rajah's shall have been taken possession of by the Company, on this side the Jumna, Colonel Muir shall restore; and the Maha Raja shall agree not to molest or disturb the country of Lokindar, Ranna Chatter Sing Behauder, Daleer Jung, nor the Fort of Gwalior, which is at present in his possession, so long as the Ranna Saheb observes his treaty with the English; nor the country of Mhyput Ram Sing, Juggunder Behauder, which is at present in the possession of the Ranna.

Fifth.—That, the Maha Rajah shall bring Rajah Ram Chunder Rajah Chundery, and place him on the Raje, in the presence of the Colonel, and shall demand nothing of him. And whatever of his country (except that which shall have been in the possession of the Peishwa for a long time) has been taken from him by the Raje Dhur Dewan, in rebellion, the Maha Rajah shall cause the said Dhur to restore, and he shall depose the said Dhur.

Confirmed, according to the above written conditions, with the seal and signature of Colonel Muir, on the part of the Company; and with the seal and signature of Maha Rajah Saheb Madha Rao Scindiah, on his own part, this 13th October, 1781, or 24th Shawul, 1195, Hegira.

(A true translation.)

(Signed) G. F. CHERRY,
Deputy Persian Translator.

Madhajee Scindiah was first recognized as an independent Prince by the Treaty of Salbey.

In consideration of his conduct in connection with the convention of Wargaum and the negotiation of the Treaty of Salbey, the British Government made a free gift of its rights in the town and pergunnah of Baroach to Madhajee Scindiah.

No. CLXIV.

To all whom these presents shall concern.

Whereas, the Honourable English East India Company have long been in the quiet and undisturbed possession of the Fort, town and pergunnah of Baroach, which they hold by right of conquest from the Mogul government; and whereas, it was stipulated by the 4th article of the treaty of Poorundur, dated 1st March, 1776, "That the Peishwa and Mahratta State do agree to give to the English Company for ever all right and title to their entire share of the city and pergunnah of Baroach as full and complete as ever they collected from the Moguls or otherwise, without retaining claim of choute or any other demand whatever, so that the English Company shall possess it without participation or claim of any kind." And whereas, the said article is accordingly declared to be continued in full force and effect by the 3d article of the treaty concluded at Salbey, the 17th of May, 1782. We, the Governor General and Council for affairs of the British nation in India, do, of our own free will and accord, and on behalf of the Honourable Company, in testimony of the sense which we entertain of the generous conduct manifested by Maha Rajah Subadar Madha Rao

Scindiah to the government of Bombay, at Wargaum, and of his humane treatment and release of the English gentlemen, who had been delivered as hostages on that occasion, grant and make over unto the said Maha Rajah Subadar Madha Rao Scindiah all right, title and possession in the said Fort, town and pergunnah of Baroach, whether obtained from the Moguls or from the Mahrattas, including both shares in the same manner and to the full extent in which the Honourable Company ever did or might hold and exercise the same either by their own right or in virtue of the above stipulations.

Given under our hands, and the seal of the Honourable Company, at Fort William, this sixth day of June, in the year of Our Lord one thousand seven hundred and eighty-two.

L. S.

(Signed) WARREN HASTINGS.
EDWARD WHEELER.
J. MCPHERSON.

(Signed) J. P. AURIOL,
Secretary.

In accepting this gift Scindiah granted the English freedom of trade in Baroach to the exclusion of all other European nations:

No. CLXV.

TRANSLATION of a SUNNUD from SCINDIAH, granting to the English Company the exclusive privilege of trade in the city and pergunnah of Baroach.

This is to certify, that as the Governor General and Council have, of their own free will and accord, and in behalf of the Company, conferred upon me the entire right to the two shares of the Fort, city, and pergunnah of Baroach, I have therefore accepted of the same and will retain them always in my own possession. And I hereby agree that the English shall carry on trade as usual, in the said city and pergunnah, and no improper molestation shall be offered to them; also, I will not permit any other European nation, excepting the English, to trade in any shape in the said city and pergunnah.

Written on the seventeenth day of Rubby-ul-Saany, of the year one thousand one hundred and ninety-seven of the Hegira, corresponding with the twenty-first day of March, one thousand seven hundred and eighty-three of the Christian Era.

(A true translation.)

(Signed) JAMES ANDERSON.
Assistant to the Embassy.

Previously to the commencement of the war with Tippoo Sultan, Madhaje Scindiah had proposed to join the confederacy against him, but upon terms which could not be acceded to and the alliance was not formed. It appears that during the war he opened a hostile correspondence with Tippoo, and he continued until his death in 1794, to use his influence at Poona against the British Government.

He was succeeded by his adopted son and grand nephew, Dowlut Rao Scindiah, who maintained a paramount influence at Poona until his defeat by Jeswunt Rao Holkar in 1802. He at first pretended to acquiesce in the Treaty of Bassein, but after much evasion and duplicity, joined the Rajah of Berar and Holkar in a confederacy against the British Government.

Hostilities having become unavoidable, were commenced by Major General Wellesley's attack and capture of the Fortress of Ahmednuggur, on the 8th of August, 1803, and within the ensuing five months were achieved the victories of Delhi, Laswaree, Assaye and Arghaum, the reduction of the Forts of Allyghur, Agra and Gwalior, of Ahmednuggur, Gawilghur and Cuttack, besides a number of inferior conquests.

After the complete destruction of his regular Brigades, Scindiah sued for peace, which was established by the following Treaty, usually called the Treaty of peace concluded at Surjee Anjenjaum, on the 30th December, 1803.

TREATY of 1803 with DOWLUT RAO SCINDIAH, concluded at SURJE ANJENGAUM

Treaty of Peace between the Honourable English East India Company and their allies on the one part, and the Maha Rajah Ali Jah Dowlut Rao Scindiah on the other, settled by Major General Wellesley, on the part of the Honourable Company and their allies, and by Etel Mahadeo Moonshee Kavel Nyne, Eswunt Rao Goreporah Ameer ool Omrah, and Naroo Hurry, on the part of the Maha Rajah Dowlut Rao Scindiah, who have each communicated to the other their full powers.

Article 1.

There shall be perpetual peace and friendship between the Honourable Company and their allies on one part, and the Maha Rajah Ali Jah Dowlut Rao Scindiah on the other.

Article 2.

The Maha Rajah cedes to the Honourable Company and their allies, in perpetual sovereignty, all his Forts, territories and rights in the Dooab, or country situated between the Jumna and Ganges, and all his Forts, territories, rights and interests in the countries which are to the northward of those of the Rajahs of Jeypoor and Jodepoor, and of the Ranah of Gohud: of which territories, &c. a detailed list is given in the accompanying schedule. Such countries formerly in the possession of the Maha Rajah situated between Jeypoor and Jodepoor, and to the southward of the former, are, to belong to the Maha Rajah.

Article 3.

The Maha Rajah likewise cedes to the Honourable Company and their allies, in perpetual sovereignty, the Fort of Baroach and territory depending thereon; and the Fort of Ahmednagur and territory depending thereon; excepting those lands which it is agreed by article 8th of this treaty, that the Maha Rajah is to retain.

Article 4.

The Maha Raja likewise cedes to the Honourable Company and their allies, all the territories which belonged to him previous to the breaking out of the war, which are situated to the southward of the hills called the Ajuntie hills, including the Fort and district of Jalnapoor, the town and district of Gandapoor, and all other districts between that range of hills and the river Godavery.

Article 5.

The Maha Rajah Ali Jah Dowlut Rao Scindiah for himself, his heirs and successors, hereby renounces all claim to the Forts, territories, rights and interests ceded by the 2d, 3d and 4th articles, and all claims of every description upon the British government and their allies, the Soubadar of the Deckan, the Peishwa, and Anund Rao Quickwar.

Article 6.

The Fort of Asseerghur, the city of Burhampoor, the Forts of Powanghur and Dohud, and the territories in Candeish and Guzerat depending on these Forts, shall be restored to the Maha Rajah Dowlut Rao Scindiah.

Article 7.

Whereas, the Maha Rajah Dowlut Rao Scindiah has represented that his family have long held in enam, as a gift from the Kings of Hindostan, the districts of Dhoolpoor, Baree, and Rajah Kerrah, which are situated to the southward of the countries of the Rajahs of Jeypoor and Jodepoor and of the Ranah of Gohud; and that lands in Hindostan, ceded by the 2d article of this treaty to the Honourable Company and their allies, are held in jaghire by persons of the family of the late Madhajee Scindiah, and others by principal sirdars in his service, all of whom would suffer distress if deprived of the advantages they enjoy in those countries. It is agreed that the Maha Rajah shall continue to hold and enjoy in enam the lands of Dhoolpoor, Baree, and Rajah Kerrah; and that, Balah Baye Saheb, and Munsoor Saheb, Moonshee Kavel Nyne, Boogajee

Jamdah, Omrajee Jadhoo, and Wirdah Charie shall continue to hold their lands in jaghire under the protection of the Honourable Company; and further, in order that no individual may incur loss or suffer distress in consequence of this arrangement, it is agreed that the Honourable Company shall either pay pensions or grant lands in jaghire, according to the option of the British government, to certain other sirdars and others to be named by the Maha Rajah, provided that the total amount of the sums paid or jaghires granted or held, does not exceed seventeen lacks of rupees per annum, including the annual value of the lands, which it is agreed by this article that Balah Baye Sahed, Munsoor Saheb, Moonshee Kavel Nyne, Boogajee Jamdah, Omrajee Jadhoo and Wirdah Charie are to continue to hold; and provided that no troops in the service of the Maha Rajah are to be introduced into Dhoolpoor, Baree, and Rajah Kerrah or the other lands held in jaghire, under the pretence of collecting the revenue or any other pretence whatever.

Article 8.

Whereas the Maha Rajah Dowlut Rao Scindiah has represented that his family have long held, in enam, certain lands, villages, &c. in the territories of Rao Pundit Purdhaun, viz.

Choormargoondy pergunnah;
Jamgaum;
Ranjengaum;
Half of Siengaum pergunnah;
Six villages in Umbir pergunnah;
Five villages in Pytan pergunnah;
Five villages in Newaz pergunnah;
Five villages in Kurlah pergunnah;
Six villages in Poonah pergunnah;
Two villages in Wahy pergunnah;
Six villages in Patwood pergunnah;
Five villages in Pandy Peergaum pergunnah;
Five villages in Pagood pergunnah;

Two villages in Parneira pergunnah; which have been lately taken possession of by the British government and their allies. It is agreed that those lands and villages shall be restored to him, provided that no troops shall ever be introduced into those lands and villages under pretence of collecting the revenues, or any other pretence whatever.

Article 9.

Certain treaties have been made by the British government with Rajahs and others, heretofore feudatories of the Mahah Raja Ali Jah Dowlut Rao Scindiah. These treaties are to be confirmed; and the Maha Rajah hereby renounces all claims upon the persons with whom such treaties have been made, and declares them to be independent of his government and authority; provided that none of the territories belonging to the Maha Rajah, situated to the southward of those of the Rajahs of Jeypoor and Jodepoor, and the Rannah of Gohud; of which the revenues have been collected by him or his aumildars, or have been applicable as Serinjamee to the payment of his troops, are granted away by such treaties. A list of the persons with whom such treaties have been made will be given to the Maha Rajah Dowlut Rao Scindiah when this treaty will be ratified by His Excellency the Governor General.

Article 10.

No person whatever, is hereafter to be molested on account of the part which he may have taken in the present war.

Article 11.

It is agreed that all the rights of His Highness the Peishwa to certain lands in Malwa and elsewhere shall be established heretofore; and in case any difference should arise respecting those rights, it is agreed that the Honourable Company shall mediate, arbitrate, and decide, according to the principles of justice, between His Highness and the Maha Rajah; and whatever shall be thus decided will be agreed to by both parties, and will be carried into execution.

Article 12.

The Maha Rajah Dowlut Rao Scindiah hereby renounces all claims upon His Majesty Shah Allum, and engages on his part to interfere no further in the affairs of His Majesty.

Article 13.

The Maha Rajah Ali Jah Dowlut Rao Scindiah engages never to take or retain in his services any Frenchman, or the subject of any other European or American power, the government of which may be at war with the British government, or any British subject whether European or native of India, without the consent of the British government.

Article 14.

In order to secure and improve the relations of amity and peace hereby established between the governments, it is agreed that accredited ministers from each shall reside at the court of the other.

Article 15.

The Honourable Company, being bound by treaties of general defensive alliance with His Highness the Subahdar of the Deccan, and His Highness Rao Pundit Purdhan, to which the Maha Rajah Ali Jah Dowlut Rao Scindiah is desirous of acceding, he is to be admitted to the benefits thereof; and the Honourable Company, with a view to the future security of the Maha Rajah's territories, engage, in the event of his agreeing to the treaty above-mentioned, in two months, to furnish him with a force consisting of six battalions of infantry with their complement of ordnance and artillery, and usual equipments of military stores, &c., and the expence of this force is to be defrayed out of the revenues of the lands ceded by the 2d, 3d, and 4th articles. But, it is agreed that, in case it should suit the interests of the Maha Rajah's government to decline to enter into the treaty above-mentioned, such refusal shall not affect any of the other stipulations of this treaty of peace, which are in every respect to be binding on the contracting parties, their heirs, and successors.

Article 16.

This treaty is to be ratified by the Maha Rajah Dowlut Rao Scindiah in eight days from this time; and the ratification is to be delivered to Major General Wellesley.

Major General Wellesley engages that it shall be ratified by His Excellency the Governor General in Council, and the ratification shall be delivered to the Maha Rajah in three months, or sooner if possible.

The orders for the cessions of the territories shall be delivered to Major General Wellesley at the same time with the ratification of the treaty of peace; but, the Forts of Asseerghur, Powanghur and Dohud are not to be delivered up till accounts will have been received that the territories ceded have been evacuated by the Maha Rajah's officers and troops.

Done in camp, at Surge Anjengamp, this 30th December, 1803, answering to the 15th Ramzab, 1213 Fuslee.

(Signed)

ARTHUR WELLESLEY.

BETUL MAHADEO.

KAVEL NYNE.

JESWUNT RAO GOORPARAH.

NARRGO HURRY.

This treaty was ratified by the Governor General in Council, on the 13th February, 1804,

_____ by His Highness the Nizam, on the 28th April, 1804.

_____ by the Peishwa, on the 14th May, 1804.

And the copy ratified by Scindiah was delivered to Sir A. Wellesley, on the 5th of January, 1804.

NOTE.—There is no Schedule attached to the original treaty; but the following memorandum is annexed to the office copy as apparently the Schedule referred to in article 2.

*Memorandum of the Jaeedads belonging to the Aumils of Zufer Yab Khan,
the son of Sumroo.*

SCINDIAH.

In the Dooab.

Pergunnah of Pulum,	1,39,665
Ditto Boorhana,	1,48,646
Ditto Bernaba,	1,32,755
Ditto Umlpoor Byrat,	1,00,875
Ditto Jharee Sama,	50,000
Ditto Sirdhana,	2,07,750
Ditto Jewur Juhangerpoor,	1,42,000
Ditto Kottanna,	1,32,300
Ditto Doghal Gaon,	12,400
Ditto Noorpoora,	9,425

Belonging to Ajeet Sing and Heera Sing Jat, to the west of the river Jumna.

Pergunnah of Fureedabad,	1,26,500
Ditto Foujdaree Delhy,	6,000

Lands under the Khalsa Mootsuddies, to the west of the river Jumna.

Pergunnah of Bootlopoor,	6,000
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Belonging to Mirza Akbur Sahah, the heir apparent, to the west of the river Jumna.

Pergunnah of Cote Cossim,	40,000
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The Zemindaree of Runjeet Sing, in the Dooab.

Hoosyna Gunj and Panee Gaon,	6,000
To the west of the river Jumna,	13,32,370

Belonging to Madhoo Row Khatree.

Villages in the Dooab,	5,000
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Belonging to Madhoo Row Bhalkia.

In the Dooab,	2,25,843
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Sutwa jee Bhalkia.

In the Dooab,	84,938
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Kutooba Bysakh.

To the west of the Jumna,	78,284
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Baboojee Scindiah, to the west of the Jumna.

Panniput,	99,478
Mungothla,	50,000
Goverdan,	10,000

Goolab Bae Kudum.

3 Mahals in the Dooab,	1,30,251
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Gunga Dhur Bugga Ram.

2 Mahals in the Dooab,	1,22,568
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Eswart Rao Scindiah and Ragojee Kudum, Mahals to the west of the Jumna.

Narnoul and Kathee,	1,64,000
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Lands assigned to the Post Master.

In the Dooab,	33,750
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SCINDIAH.*Goorqut Sing.*

In the Dooab Muhal Jhunjena,	-	-	-	-	-	56,554
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Bhag Sing.

In the Dooab,	-	-	-	-	-	57,968
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Seth Sing Seik.

Carnawl, to the west of the river Jumna,	-	-	-	-	-	14,000
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Ahmud Allee Khaun.

In the Dooab,	-	-	-	-	-	57,000
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Nujabut Allee Khaun, in the Dooab.

Pergunnah of Wanhut,	-	-	-	-	-	22,000
Ditto Phoognar,	-	-	-	-	-	20,000
Ditto Doornee,	-	-	-	-	-	7,000
Ditto Sala Khara,	-	-	-	-	-	7,000

Surmust Khaun.

In the Dooab	-	-	-	-	-	6,2000
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Fyz Tulub Khaun, to the west of the Jumna.

Pergunnah of Ruhtook,	-	-	-	-	-	2,93,208
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Mohummud Allee Khaun.

In the Dooab,	-	-	-	-	-	33,000
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Urub Ulce Khan.

In the Dooab,	-	-	-	-	-	18,968
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Resumed Jaghires, &c. in the Dooab and to the west of the Jumna; belonging to General Perron.

Pergunnah of Noojhil, to the west of the river Jumna,	-	-	-	-	-	1,15,000
Duties collected at the Ghaut of Shahadura, opposite to Agra,	-	-	-	-	-	5,248
Ditto Bhookur,	-	-	-	-	-	60,300
Nilohā,	-	-	-	-	-	14,850
Keerapoor,	-	-	-	-	-	1,67,000
Bhoomas,	-	-	-	-	-	8,200
Jubelee,	-	-	-	-	-	4,650

Talooks in the Dooab.

Tooksan,	-	-	-	-	-	15,000
Bucha,	-	-	-	-	-	15,000
Bajapoor,	-	-	-	-	-	18,000
Duties collected at Hunseer Gunge,	-	-	-	-	-	36,047

To the west of the Jumna.

Soosa,	-	-	-	-	-	20,000
Badergurh	}	-	-	-	-	25,000
and						
Hassengurh,	-	-	-	-	-	20,400
Bahora,	-	-	-	-	-	

The Soobah of Saharunpoor.

Huwelee Saharunpoor,	-	-	-	-	-	51,627
Meliapoor,	-	-	-	-	-	9,000
Sooltanpoor,	-	-	-	-	-	25,600
Nanoobad,	-	-	-	-	-	15,200
Badowlee,	-	-	-	-	-	32,605
Nameta,	-	-	-	-	-	17,791

Tecturwara, -	10,070
Sukrar Khera, -	10,202
Subes, &c., -	25,000
Lands belonging to Buhrmund Khaun, -	3,100
Puhurkhera, -	48,000
Gunga Doss poor, -	36,000
Mogleeapoor, -	3,200
Ubet, in part, -	5,493
Bhajepoor, -	10,000
Bursud and Furreedpoor, -	35,000
Roulapoor, &c. -	89,901
The fair and jaghire of Hurdwar, -	50,000

Under George Thomas, on the right of the Jumna.

Pergunnah of Jhijur, -	1,51,930
Beree and Mudao, -	76,505
Badlee, -	62,982
Lahoree and Pathora, -	15,000

Belonging to Shah Nizam-ood-Deen, in the Dooab.

Seamlee, -	38,000
Chephoolce, -	53,000
Islamabad, -	33,000
Tehar, -	25,000
Buwara, -	56,223
Bhoosoonra, -	32,000

Belonging to Mr. John Baptiste, to the west of the river Jumna.

Rewaree, -	1,41,200
Tijara, -	44,349
Tawuro, -	35,000
Patodee, -	38,374
Wawul, -	28,610
Firozepoor Jhilka, -	19,864
Talook of Sursum, -	15,000

Designed for the expenses of His Majesty's establishment.

Balput in the Dooab, -	1,72,425
Burun, in the Dooab, -	1,04,895
Phoot and Leawa, -	1,75,235
Pureechutghur, -	77,200
Lonee Julalabad, in the Dooab, -	1,90,201
Huwelee Palum, in the Kusba of Delhi, -	1,89,533
Rahulee Goojur, in the Dooab, -	1,08,896
Surwa and Khurkanda, in the Dooab, -	64,434
Sekinderabad, ditto, -	75,625
Shikarpoor, to the west of the Jumna, -	25,300
Khasna, in the Dooab, -	72,064
Kirawuhan, ditto, -	32,700
Nujeebghur, to the west of the Jumna, -	1,10,760
Dutteeanee, -	4,000
Kiver, -	20,000
Mint of the city of Delhi, -	26,000
From the office of Kuroree, -	1,25,601
Taxes from the Shopkeepers of Delhi, -	17,000
Duties from the Muhals of the city, -	40,000
From the collection of Export duties, -	1,500
Houses in Delhi, &c. becoming the property of the Crown from the death of persons without heirs, -	4,900

Runjeet Sing Jaut.

Kama	} to the west of the river Jumna, -	1,00,000
Kawuree		
Paharee		

SCINDIAH.*Amildaries under the charge of Bamun Khunde Row, to the west of the river Jumna.*

Canor, - - - - -	73,918
Rutteea Mundawer, - - - - -	29,756
Ismaelpoor, - - - - -	8,337
Neemrara, - - - - -	12,001
Kor Pootlee, - - - - -	40,042
Dadenee, - - - - -	53,001
Surae Soba Chund, - - - - -	1,401
Bijwara, - - - - -	2,500
Khodana, - - - - -	7,500
Goonalee Nahurjal, - - - - -	26,641

Under the charge of Kristnaje Appa, the Fort of Kishengurh.

Bundora, - - - - -	1,324
Bhumbora, - - - - -	17,238
Khyrthul, - - - - -	1,712
Doorugur, - - - - -	2,500
Hursqolee, - - - - -	10,000
Futtiabad, - - - - -	8,000
Turrufpoor, - - - - -	7,000
Ambajee Ingolia; Mutra and the customs collected in Noojheel, - - - - -	55,000

*Memorandum of the Mahals in Hindostan formerly belonging to General Duboigne.**In the Doab.*

Kol, - - - - -	1,70,000
Ungrolee, - - - - -	3,01,500
Dobhye, - - - - -	60,000
Koorja, - - - - -	1,40,000
Danpoor, - - - - -	5,000
Jellasure, - - - - -	2,15,000
Khuleelgunge, - - - - -	62,500
Khundolee, - - - - -	87,088
Gurh Moktesur, - - - - -	70,000
Jewur, - - - - -	84,000
Math, - - - - -	1,41,500
Firozabad, - - - - -	4,00,176
Sadabad, - - - - -	2,02,088
Hapur, - - - - -	1,40,000
Chundose, - - - - -	85,000
Khyr, - - - - -	1,15,000
Shikarpoor, - - - - -	41,500
Umbur and Kumalpoor, - - - - -	57,894
Seepoo, - - - - -	40,000
Raha, - - - - -	45,000
Aar, - - - - -	18,000
Byrampoor, - - - - -	31,000
Hatrass, - - - - -	1,88,000
Moorsan, - - - - -	1,20,000
Biswah, - - - - -	12,000
Mahabun, - - - - -	21,424
Mewat, - - - - -	1,41,617

To the west of the River Jumna.

Pergunnah of Pulwul, - - - - -	2,72,375
Noop, - - - - -	1,05,687
Nudeem, - - - - -	45,725
Sohana, - - - - -	1,20,000
Sakrass, - - - - -	15,634
Nownabee Chor, - - - - -	60,053
Horul, - - - - -	77,620
Hutteen, - - - - -	1,78,258
Buhadeemut Jehandawur, - - - - -	1,56,500

Under Rajah Ambajee Inglia, ■ the west of the River Jumha.

SCINDIAH.

Pergunnah of Futeemabad,	-	-	-	-	-	-	1,24,175
Ditto Uchuneree,	-	-	-	-	-	-	1,30,000
Furroo,	-	-	-	-	-	-	12,600
Coosee,	-	-	-	-	-	-	1,98,553
Sergurh,	-	-	-	-	-	-	28,989
Hussungurh,	-	-	-	-	-	-	1,50,000
Goryee,	-	-	-	-	-	-	25,315

In the Dooab.

Pergunnah of Dureapoor,	-	-	-	-	-	-	15,000
Mahereea,	-	-	-	-	-	-	30,000
Meruth,	-	-	-	-	-	-	2,03,855
Dassnah,	-	-	-	-	-	-	1,90,680
Baroulee,	-	-	-	-	-	-	27,000
Hassean,	-	-	-	-	-	-	55,000

Under Colonels George and John Hessian, to the west of the river Jumna.

Collections of the Customs and Mint at Agra,	-	-	-	-	-	-	82,500
Pergunnah of Kurara,	-	-	-	-	-	-	79,697
Ditto Surhudee,	-	-	-	-	-	-	36,001
Ditto Jugner,	-	-	-	-	-	-	45,238
Ditto Nalpoora,	-	-	-	-	-	-	1,20,145
Ditto Khyragurh,	-	-	-	-	-	-	70,135
Ditto Herawulee,	-	-	-	-	-	-	72,778
Ditto Futhipoor, Sickree,	-	-	-	-	-	-	80,734
Ditto Iradutnugur,	-	-	-	-	-	-	60,000
Ditto Shumsabad,	-	-	-	-	-	-	1,12,104
Ditto Lohmundnee,	-	-	-	-	-	-	1,36,425
Ditto Norsingh,	-	-	-	-	-	-	60,205

*Talooks in the Dooab belonging to the same persons.**In Sehaurunpoor.*

Gungoo,	-	-	-	-	-	-	30,000
Jara and Gunget,	-	-	-	-	-	-	13,550
Poorchupar,	-	-	-	-	-	-	34,892
Luknoutee,	-	-	-	-	-	-	15,000
Gunnor,	-	-	-	-	-	-	6,982
Chapye Kheree,	-	-	-	-	-	-	7,000
Sumaleea,	-	-	-	-	-	-	6,642
Shekarpoor Khooddee,	-	-	-	-	-	-	61,883
Kuttowlee,	-	-	-	-	-	-	80,917
Kandla,	-	-	-	-	-	-	47,641
Sonput,	-	-	-	-	-	-	39,348
Gohana,	-	-	-	-	-	-	1,16,329

Though Holkar had engaged to co-operate with the Rajah of Berar and Scindiah against the British, he had hitherto stood aloof. When therefore the above treaty was concluded, Holkar's force remained in full strength, while that of Scindiah had been nearly annihilated. His alarm of his rival Holkar, disposed Scindiah to enter into a closer alliance with the British Government, as contemplated in the 15th article of the treaty of Surjee Anjengam; and as such a measure was deemed desirable by the British Government, with a view to the preservation of general peace in Hindoostan, the subjoined Treaty was concluded at Boorhanpoor, on the 27th of February, 1804:

No. CLXVII.

TREATY of ALLIANCE with DOWLUT RAO SCINDIAH, 1804.

Treaty of alliance and mutual defence between the Honourable the English East India Company and the Maha Rajah Ali Jah Dowlut Rao Scindiah Behauder, and his children, heirs, and successors, settled by Major John Malcolm, on the part of the Honourable Company, and by Bapoo Eetul Punt

SCINDIAH.

and Moonshee Kavel Nyne, on the part of the Maha Rajah Dowlut Rao Scindiah, after having communicated to each other their full powers, the said John Malcolm being deputed to the Court of Dowlut Rao Scindiah, by Major General the Honourable Arthur Wellesley, the Honourable Major General aforesaid being invested with full powers and authority from His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honourable Privy Council, appointed by the Honourable Court of Directors of the said Company to direct and control all their affairs in the East Indies.

Whereas, by the blessing of God, the relations of friendship and union have been happily established between the government of the Honourable Company and that of the Maha Rajah Ali Jah Dowlut Rao Scindiah Behauder, by a recent treaty of peace, the two governments aforesaid, adverting to the complexion of the times, have now determined, with a view to the preservation of peace and tranquillity, to enter into this treaty of general defensive alliance; for the reciprocal protection of their respective territories, together with those of their several allies and dependants, against unprovoked aggression and encroachments of all or any enemies whatever.

Article 1.

The friendship and union established by the former treaty between the two States shall be promoted and increased by this treaty, and shall be perpetual; the friends and enemies of either State shall be the friends and enemies of both, and their mutual interests shall henceforward be inseparable.

Article 2.

If any person or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, and after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this article, the Governor General in Council, in behalf of the Honourable Company, hereby declares that the British government will never permit any power or State whatever to commit, with impunity, any act of unprovoked hostility or aggression against the rights and territories of the Maha Rajah Dowlut Rao Scindiah, but will at all times, in compliance with the requisition of the Maha Rajah, maintain and defend the same, when such requisition is made, in the like manner as the rights and territories of the Honourable Company are now maintained and defended.

Article 3.

With a view to fulfil this treaty of mutual defence, the Maha Rajah agrees to receive, and the Honourable East India Company to furnish, a subsidiary force, of not less than six thousand regular infantry, with the usual proportion of artillery, and with the proper equipment of warlike stores and ammunition. This force is to be stationed at such place, near the frontier of Dowlut Rao Scindiah, as may hereafter be deemed most eligible by the British government, and it will be held in readiness at such station, to proceed, as soon as possible, for the execution of any service on which it is liable to be employed by the condition of this treaty.

Article 4.

And it is further agreed, that in conformity to the stipulations of the fifteenth article of the treaty of peace concluded by Major General Wellesley, on the part of the Honourable Company, and by Bapoo Eetul, Moonshee Kavel Nyne, &c., on the part of Maha Rajah Ali Jah Dowlut Rao Scindiah, that all charges and expences of the six battalions above-mentioned, and of their ordnance, artillery, military stores, and equipment, shall be defrayed by the Honourable Company, out of the produce of the revenues of the territories ceded by the Maha Rajah Ali Jah Dowlut Rao Scindiah to the said Company, by the second, third, and fourth articles of the aforementioned treaty of peace, which territories are specified in a statement annexed to that treaty.

Article 5.

SCINDIAH.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall, whenever the aforesaid force is within the territories of the Maha Rajah, in consequence of his requisition, be entirely exempt from duties; and whenever any further force of the Honourable Company, shall, in consequence of war with any other State, be in the dominions of the Maha Rajah, they shall, in like manner as the subsidiary force, be exempt from all duties upon the aforesaid articles of necessary use and consumption; and it is also agreed that whenever any part of the army of the Maha Rajah is in the territories of the Honourable Company, for purposes connected with the fulfilment of this treaty, that no duties on grain, camels, wearing apparel, &c. as stated above, which the party of the army of the said Maha Rajah may require, shall be collected: and it is further agreed, that the officers of the respective governments, while they are in the fulfilment of the articles of this treaty, either with the army, or in the territories of the other, shall be treated with that respect and consideration which is due to their rank and station.

Article 6.

The subsidiary force, will, at all times, be ready, on the requisition of the Maha Rajah, to execute services of importance, such as the care of the person of the Maha Rajah, his heirs and successors, the protection of the country from attack and invasion, the overawing and chastisement of rebels, or excitors of disturbance in the Maha Rajah's dominions; but it is not to be employed on trifling occasions.

Article 7.

Whereas, it is agreed in the thirteenth article of the treaty of peace, that the Maha Rajah Ali Jah Dowlut Rao Scindiah shall never take or retain in his service any Frenchman, or the subject of any other European or American power, the government of which may be at war with Great Britain, or any British subject whatever, European, or native of India, without the consent of the British government, the Maha Rajah now further engages, that he will hereafter never employ in his service, or permit to reside in his dominions, any European or American whatever, without the consent and acquiescence of the British government; the said British government, on its part, engaging that it never will employ, or permit to reside in its dominions, any person, subject of the Maha Rajah, or others, who shall hereafter be guilty of crimes or of hostility against the person, or government of the aforesaid Maha Rajah Dowlut Rao Scindiah.

Article 8.

As, by the present treaty, the union and friendship of the two States is so firmly cemented, that they may be considered as one and the same, the Maha Rajah engages neither to commence nor to pursue, in future, any negotiation with any principal States or powers, without giving previous notice, and entering into mutual consultation with the Honourable East India Company's government; and the Honourable Company's government, on their part, declare, that they will have no manner of concern with any of the Maha Rajah's relations, dependants, military chiefs, or servants, with respect to whom the Maha Rajah is absolute; and that they will, on no occasion, ever afford encouragement, support, or protection, to any of the Maha Rajah's relations, dependants, chiefs, or servants, who may eventually act in opposition to the Maha Rajah's authority; but on the contrary, at the requisition of the Maha Rajah, they will aid and assist to punish and reduce all such offenders to obedience: and it is further agreed, that no officer of the Honourable Company shall ever interfere in the internal affairs of the Maha Rajah's government.

Article 9.

As the chief object and design of the present defensive alliance is the security and protection of the dominions of the contracting parties, and their allies and dependants, from all attack whatsoever, the Maha Rajah Dowlut Rao Scindiah engages never to commit any act of hostility or aggression against any

SCINDIAH.

State ■ chief in alliance with the Honourable Company, ■ against any other principal State or power; and in the event of differences arising, whatever adjustment the Company's government, weighing matters in the scale of truth and justice, may determine, shall meet with his full approbation and acquiescence.

Article 10.

The contracting parties will employ all practicable ■■■■ of conciliation to prevent the calamity of war and for that purpose will, at all times, be ready to enter into amicable explanations, with other principal States or powers, and to cultivate and improve the general relations of peace and amity with all the principal powers of India, according to the true spirit and tenor of this treaty; but if ■ war should unfortunately break out between the contracting parties and any other State or power whatever, then the Maha Rajah Ali Jah Dowlut Rao Scindiah Behauder engages, that the English force, consisting of six battalions, with their guns, &c. joined by ■ detachment of his army, consisting of six thousand of the Maha Rajah's infantry, and ten thousand of his pagah and sillahdar cavalry, which force the Maha Rajah engages always to keep ready, shall be immediately put in motion, for the purpose of opposing the enemy: and the Maha Rajah also engages to employ every further effort, for the purpose of bringing into the field, the whole force which he may be able to supply from his dominions, with ■ view to the effectual prosecution and speedy termination of the said war. The Honourable Company, in the same manner, engage, on their part (on such event occurring,) to employ in active operations against the enemy, ■ large ■ force ■ the service may require, over and above the said subsidiary force.

Article 11.

Whenever war shall appear probable, the Maha Rajah Ali Jah Dowlut Rao Scindiah engages to collect as many binjaries ■ possible, and to restore as much grain as may be practicable, in the frontier garrisons. The Company's government also, with a view to the effectual prosecution of the war, engage to adopt similar measures in their frontier garrisons.

Article 12.

The contracting parties entertain no views of conquests or extension of their respective dominions, nor any intention of proceeding to hostilities against any State or principal power, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negociation, according to the tenor of the preceding treaty. If, contrary to the spirit and object of this defensive treaty, war with any State should hereafter appear unavoidable, (which God forbid) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms. It is declared that, in the event of war, and of ■ consequent partition of conquests between the contracting parties, the shares of each government shall be equal, in the division of any territory which may be acquired by the successful exertions of their united arms, provided that each of the contracting parties shall have faithfully fulfilled all the stipulations of this treaty.

Article 13.

The interests of the contracting parties being identified by this defensive alliance, it is agreed, that the Honourable Company's government shall be at liberty to employ the whole, or any part of the subsidiary force established by the treaty, in the quelling of any disturbances which may arise within their territories, or in the performance of any other service which may be required by the said Honourable Company's government, provided such service shall not interfere with any other duties on which the said subsidiary force is liable to be employed under the conditions of this treaty. And if disturbances shall, at any time, break out in any part of the Maha Rajah's dominions, which lays contiguous to the frontier of the Honourable Company, and to which it might be inconvenient to detach any proportion of the subsidiary force, the British government, in like manner, if required by Dowlut Rao Scindiah, shall direct such of the Company's troops as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within the Maha Rajah's dominions; and if disturbances

shall, at any time, break out in any part of the dominions of the British government which lay contiguous to the frontier of the Maha Rajah, the Maha Rajah, if required by the British government, shall direct such of his troops as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within the dominions of the British government.

Article 14.

In order to strengthen and confirm the friendship established between the two States, it is agreed, that neither of the two contracting parties shall enter into any alliance, or have any concern with the tributaries, or chiefs, of the other; and, in order to support the independent authority of both governments, it is agreed and declared that hereafter neither of the contracting parties will give protection or countenance to the rebellious tributaries and subjects of the other; but they will use their utmost endeavours for the apprehension of such rebels, in order that they may be brought to punishment.

Article 15.

The Honourable Company agree to exert their influence to maintain the observance of such usages on matters of form and ceremony, and other customs, ■ shall appear to have been fixed, on all points of intercourse and communication between the Peishwa and his ancestors, and the Maha Rajah Dowlut Rao Scindiah and his ancestors: and the English government also agree to recognize the right of Dowlut Rao Scindiah to all possessions he holds, whether by written sunnuds, or grants, or by the unwritten authority of the Peishwa, according to former usage, provided such sunnuds do not interfere with the faithful fulfilment of the treaty of peace; and provided, also, that in all cases where disputes may arise, on the subject of possessions held by unwritten authority, the Maha Rajah Dowlut Rao Scindiah agrees to refer to the sole arbitration of the said British government, who will decide, with reference to former usage, on the principles of truth and justice. The English government further agrees to use its endeavour to prevent any acts which have been done by Dowlut Rao Scindiah or his ancestors, under the authority reposed in him or them by the Peishwa, or his ancestors, from being subverted, provided their being supported is strictly consistent with the preservation of the honour and dignity of His Highness the Peishwa, and of the stipulations of the treaty of peace.

Article 16.

This treaty, consisting of sixteen articles, being this day settled by Major Malcolm, on the part of the Honourable Company, and by Eetul Punt, and Moonshee Kavel Nyne, ■ the part of Dowlut Rao Scindiah, Major Malcolm has delivered one copy thereof, in Persian, and Mahratta, and English, signed and sealed by himself, to the said Maha Rajah, who, on his part, has also delivered one copy of the same, duly executed by himself, and Major Malcolm, by virtue of ■ special authority given him in that behalf, by Major General the Honourable Arthur Wellesley (himself vested with full powers as before stated) hereby declares the said treaty to be in full force from the date hereof, and engages that a copy of the same, from the Governor General in Council, in every respect a counterpart of that executed by himself, shall be delivered to the Maha Rajah Ali Jah Dowlut Rao Scindiah, in the space of two months and ten days; and on the delivery of such copy, the treaty executed by Major Malcolm shall be returned.

Done at Boorhanpoor, the 27th February, Anno Domini 1804, or 14th Zeecada, Anno Hegira 1218.



(Signed) WELLESLEY.

Ratified by the Governor General in Council, 23rd March, 1804.

(Signed) G. H. BARLOW.
" G. UDNEY.

SCINDIAH.

Scindiah evinced some discontent at the determination to deprive him of Gohud and Gwalior under the 9th article of the treaty of Surjee Anjengaum. Through the evil counsels of his minister and father-in-law, Sirjee Rao Gwatkea, he entered into a correspondence with Holkar, the object of which was hostile to the British Government, then at war with that Chief. Altogether Scindiah's conduct was at this time of so objectionable a character that the Acting Resident, Mr. Jenkins, determined to leave his camp. Scindiah evaded giving him leave to depart. Shortly after, the Resident's Camp was attacked and plundered and Mr. Jenkins himself forcibly detained.

Such was the state of our relations with Scindiah when the Marquis Cornwallis arrived in India. His Lordship urged Scindiah to release the Acting Resident, and informed him that Lord Lake had been authorized to open a negotiation with him on the basis of restoring the Fortress of Gwalior and the territories of Gohud. At the same time Lord Lake received instructions to form a new treaty with Scindiah, on the basis of making the Jumna the general boundary of the Company's dominions, and the following definitive Treaty was concluded at Allahabad, on the 22nd of November, 1805:

No. CLXVIII.

TREATY with DOWLUT RAO SCINDIAH with the Declaration Article annexed, 1805.

Definitive Treaty of Amity and Alliance between the Honourable English East India Company and the Maha Rajah Ali Jah Dowlut Rao Scindiah Behauder, and his children, heirs and successors.

Whereas, various doubts and misunderstandings have arisen, respecting the clear meaning and interpretation of parts of the treaty of peace, concluded between the British government and Dowlut Rao Scindiah at Surjee Anjengaum, on the 30th December, 1803; with a view of doing away all such doubts, and of preventing the recurrence, in future, of any misunderstanding, this definitive treaty of amity and alliance is concluded between the two States, by Lieutenant-Colonel John Malcolm, acting under the immediate direction and superintendence of the Right Honourable General Gerard Lake, Commander-in-Chief of His Majesty's and the Honourable Company's forces, &c. &c. &c., and vested with full powers and authority from the Honourable Sir George Hilario Barlow, Baronet, appointed by the Honourable Court of Directors of the said Company, to control and direct all their affairs in the East Indies, and Moonshee Kavi Nyne, vested with full powers and authority on the part of the said Maha Rajah Dowlut Rao Scindiah.

Article 1.

Every part of the treaty of peace concluded by General Sir Arthur Wellesley, K.B., at Surjee Anjengaum, except what may be altered by this engagement, is to remain binding upon the two States.

Article 2.

The Honourable Company can never acknowledge that Dowlut Rao Scindiah has any claim or right, grounded on the treaty of Surjee Anjengaum, to possess the Fort of Gwalior or the territories of Gohud; but, from considerations of friendship, it agrees to cede to the Maha Rajah that fortress, and such parts of the territory of Gohud, as are described in the accompanying Schedule.

Article 3.

As a compensation for this cession, and to remunerate the English government for the annual expence incurred in supporting the Ranah of Gohud, Dowlut Rao Scindiah agrees, on his part and that of his Sirdars, to relinquish, after the 1st of January, 1805, all right and claim whatever to the pensions of fifteen lacks of rupees granted to several of the chief officers of his State, by the 7th article of the aforesaid treaty of Surjee Anjengaum.

Article 4.

The Honourable Company agree to pay to Dowlut Rao Scindiah the arrears due upon the pensions granted by the seventh article of the treaty of peace, above-mentioned, up to the 31st of December, 1805, and also the balance due upon the revenues of Dholepoor, Rajah Kerrah, and Baree, up to the same date, making deductions on the following heads:

1st.—Pensions forfeited by Bappo Scindiah and Sudasheo Rao, by acts of hostility towards the British Government, to be stopped from the date of their hostility.

2nd.—Plunder of the British Residency.

3rd.—Cash advanced by Mr. Jenkins to parties of the Maha Rajah's troops.

4th.—Charges of Collections, &c. for the provinces of Dholepoor, Baree, and Kerrah.

Article 5.

With a view of preventing any misunderstanding relating to their respective possessions on the quarter of Hindostan, it is agreed, that the river Chumbul shall form the boundary between the two States, from the city of Cottah to the west, to the limits of the territories of Gohud to the east, and within that extent of the course of the Chumbul, Dowlut Rao Scindiah shall have no claim ■ right to any rule, tribute, revenue, or possessions, on its north bank; and the Honourable Company shall have no claim or right to any rule, tribute, revenues, ■■ possessions on the south bank of that river. The talooks of Bhadek and Soorseperarah, which ■■■ on the banks of the Jumna, will, however, remain in the possession of the Honourable Company.

Article 6.

By the fifth article of this treaty, which makes the river Chumbul the boundary of the two States, from the city of Cottah to the west, to the limits of the territories of Gohud to the east, the Maha Rajah resigns all pretensions and claims to any tribute from the Rajah of Boondee or any other, ■■■ the north bank of the Chumbul, within the afore-mentioned limits; as also to the countries of Tank, Ratnporah, Bahraungaum, Zemeidah, &c. and to the districts of Dholepoor, Raja Kherra, and Baree, all which remain in the possession of the Honourable Company.

Article 7.

The Honourable Company, on consideration of the benefits derived from the article which makes the Chumbul the boundary between the two States, and from friendship to the Maha Rajah, agree to grant him, personally and exclusively, the annual sum of four lacks of rupees, to be paid by quarterly instalments, through the Resident at the Durbar; and the Honourable Company also agree to assign, within their territories in Hindostan, ■ jaghire (to be holden on the same footing as that enjoyed by Bhallah Bae) amounting to ■ revenue of two lacks of rupees per annum, to Baezah Bae, the wife of Dowlut Rao Scindiah, and ■ jaghire amounting to the ■■■ of one lack of rupees per annum, to Chummah Bae, the daughter of that chief.

Article 8.

The Honourable Company engage to enter into ■■ treaty with the Rajahs of Oudeepore and Joudpore and Cottah, ■ other chiefs, tributaries of Dowlut Rao Scindiah, situated in Malwa, Mewar, or Marwar, and in no shape whatever to interfere with the settlement which Scindiah may make with those chiefs.

Article 9.

The Honourable Company are now engaged in ■ ■■ with Jeswunt Rao Holkar, and using every exertion for his reduction, but should they, hereafter, make a peace, or enter into any agreement with that chief, they engage not to restore to him, or desire to be restored to him, any of the possessions of the family of Holkar in the province of Malwa, lying between the river Tapti and Chumbul, which may have been taken by Dowlut Rao Scindiah, nor will the Honourable Company interfere, in any manner whatever, in the disposal of those provinces; and they will consider Dowlut Rao Scindiah at full liberty ■ make such arrangement ■ he chooses with Jeswunt Rao Holkar, or with any other branch of the Holkar family, respecting the claims of that family to tribute from the Rajahs, or others, or to any possessions situated to the north of the river Tapti, and to the south of the river Chumbul, but it ■ clearly to be understood, that as the Company's government agrees not to concern itself with,

SCINDIAH.

the arrangements which Scindiah may make with the family of Holkar, respecting their claims or hereditary possessions, situated between the Tapti and the Chumbul, that government will not take part in any dispute or war, which may be the result or consequence of such arrangement or settlement.

Article 10.

As Sirjee Rao Gwatkea has acted in a manner calculated to disturb the friendship between the two States, the Maha Rajah agrees never to admit that chief to share in his councils, or to hold any public employment under his government.

Article 11.

This treaty, consisting of eleven articles, has been this day settled by Lieutenant-Colonel Malcolm, acting under the directions of the Right Honourable Lord Lake, on the part of the Honourable Company, and by Moonshee Kavil Nyne, on the part of Dowlut Rao Scindiah, Lieutenant-Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, to the said Moonshee Kavil Nyne, to be forwarded to the Maha Rajah Dowlut Rao Scindiah, and has received from the said Moonshee Kavil Nyne a counterpart of the said treaty, signed and sealed by the said Moonshee. Lieutenant-Colonel John Malcolm engages, that a copy of the said treaty, ratified by the Honourable the Governor-General, in every respect a counterpart of the treaty now executed by himself, shall be delivered to Moonshee Kavil Nyne, to be forwarded to the Maha Rajah, within the period of one month from this date, and on the delivery of such copy to the Maha Rajah, the treaty executed by Lieutenant-Colonel John Malcolm, under the immediate direction of the Right Honourable Lord Lake, shall be returned; and Moonshee Kavil Nyne in like manner, engages, that another copy of the said treaty, ratified by the Maha Rajah Ali Jah Dowlut Rao Scindiah, in every respect a counterpart of the treaty now executed by himself, shall be delivered to Lieutenant-Colonel John Malcolm, to be forwarded to the Honourable the Governor-General, within the period of one month from this date; and on the delivery of such copy to the Honourable the Governor-General, the treaty executed by Moonshee Kavil Nyne, by virtue of the full powers and authority vested in him, as above-mentioned, shall also be returned.

Done at Mustafapoor, this 22d day of November, Anno Domini 1805, or 29th of Shaban, in the year of the Hegira 1220.

(Signed) JOHN MALCOLM.
" KAVIL NYNE.

Declaratory Articles annexed to the Treaty concluded between the Right Honourable Lord Lake, on the part of the Honourable Company, and Maha Rajah Dowlut Rao Scindiah, on the 22d November, 1805.

Whereas objections have arisen in the terms of the fifth, sixth, and seventh articles of the aforesaid treaty, it is hereby agreed and declared, that in lieu of those three articles, the two following shall be substituted :

Article 1.

With a view to prevent any misunderstanding relating to the respective possessions of the Honourable Company and Maha Rajah Dowlut Rao Scindiah in the quarter of Hindostan, the Maha Rajah hereby agrees to cede to the Honourable Company all the territory north of the river Chumbul, which was ceded to the Maha Rajah by the seventh article of the treaty of Surjee Anjengaum, that is to say, the whole of the districts of Dholepore, Baree, and Rajah Kerrah, and the Honourable Company shall have no claim or right to any rule, tribute, revenues, or possessions on the south bank of that river. The Talooks of Bhadeck and Soorseperarah, which are on the banks of the Jumna, will however remain in the possession of the Honourable Company.

Article 2.

The Honourable Company, from friendship to the Maha Rajah, agrees to grant to him, personally and exclusively, the annual sum of four lacks of rupees, to be paid by quarterly instalments, through the Resident at the Durbar. And

the Honourable Company also agrees to assign, within their territories in Hindostan, ■ jaghire (to be holden on the same footing as that enjoyed by Balla Bae), amounting to ■ revenue of two lacks of rupees per annum, Baezah Bae, the wife of Dowlut Rao Scindiah, and a jaghire, amounting to ■ lack of rupees per annum, to Chummah Bae, the daughter of that chief.

Done at Ilahabad, this 3rd day of December, 1805.

(Signed) G. H. BARLOW.

When Lord Hastings was making preparations for the suppression of the Pindarries, he discovered that Scindiah had promised them assistance. His Lordship in consequence took up positions which barred any military movement on the part of Scindiah, and then gave him the option of either binding himself by treaty to co-operate against the Pindarries, or of exposing himself to defeat and ruin. Scindiah adopted the former alternative, and executed the subjoined Treaty:

No. CLXIX.

TREATY with DOWLUT RAO SCINDIAH, dated 5th November, 1817.

Treaty of Concert and Alliance between the Honourable the English East India Company and Mahaj Rajah Alijah Dowlut Rao Scindiah Behauder, and his children, heirs and successors; settled on the part of the Honourable Company by Captain Robert Close, by virtue of full powers to that effect vested in him by His Excellency the Most Noble Francis, Marquis of Hastings, Knight of the Most Noble Order of the Garter, one of His Britannic Majesty's Most Honourable Privy Council, Governor General, appointed by the Honourable Company to direct and control all their affairs in the East Indies, Commander in Chief of His Majesty's and the Honourable Company's Forces, &c. &c. &c.; and on the part of His Highness Dowlut Rao Scindiah by Ram Chunder Bhasker, duly empowered by His Highness to that effect.

Whereas the British government and Maha Rajah Alijah Dowlut Rao Scindiah Behauder, are mutually actuated by a desire to suppress the predatory power of the Pindarries, and to destroy and prevent the revival of the predatory system in every part of India; the following articles have been agreed on, for the purpose of giving effect to the mutual wishes of the two States.

Article 1.

The contracting parties engage to employ the forces of their respective governments and of their allies and dependents, in prosecuting operations against the Pindarries, and any other bodies of associated freebooters; to expel them from their haunts, and to adopt the most effectual measures to disperse and prevent them from re-assembling. With this view, the forces of the two governments and their respective allies, will immediately attack the Pindarries and their associates, according to a concerted plan of operations, and will not desist until the objects of this engagement are entirely accomplished. The Maha Rajah further agrees to employ his utmost efforts to seize the persons of the Pindarry leaders and their families, and deliver them up to the British government.

Article 2.

The Pindarry hordes having established themselves in the territories of the Maha Rajah and other neighbouring States, it is hereby agreed, that, ■ their expulsion, such of the lands occupied by them as heretofore belonged to the Maha Rajah, shall be immediately resumed by His Highness, who engages never to re-admit them to possession. Such of the lands now occupied by the Pindarries as belong to other States, shall be restored to their rightful proprietors, provided they shall have exerted themselves to the extent required in expelling the Pindarries, and shall engage ■■■■ to re-admit them, ■ in any way to connect themselves with those freebooters. Those lands shall otherwise be delivered over to the Maha Rajah Dowlut Rao Scindiah, and be held by him on the same conditions.

Article 3.

Maha Rajah Dowlut Rao Scindiah hereby engages never to re-admit the Pindarries, or any other predatory bodies, into his territories, or in any manner to give them the smallest countenance or support, or to permit his officers to do so; on the contrary, His Highness promises to issue the most positive orders to all his officers, civil and military, and to enforce them by the severest penalties; to employ their utmost efforts to expel or destroy any bodies of plunderers who may attempt to take refuge in His Highness' territories. All officers disregarding His Highness's orders are to be considered and dealt with as rebels to the Maha Rajah, and the enemies of the British government.

Article 4:

Maha Rajah Dowlut Rao Scindiah is the undisputed master of his own troops and resources. With a view, however, to the more effectual accomplishment of the objects of this treaty His Highness agrees, that the divisions of his troops (which taken together shall amount to 5,000 horse), employed in active operations against the Pindarries or other freebooters, shall act in concert with the British troops, and in conformity to the plan that may be counselled by the officer commanding the British divisions, with which His Highness' troops may be appointed to act in concert. With the same view it is agreed, that a British officer shall be stationed with each division of the Maha Rajah's troops, to be the channel of communication between them and the British commanding officer; and to forward the other purposes of their conjunct operations, His Highness engages, that all his officers, civil and military, shall afford every degree of support and assistance in their power, in procuring supplies or otherwise to the British troops operating in his territory; and any failure in this respect shall subject the offending party to be considered and treated as a rebel to His Highness and an enemy of the British government.

Article 5.

Maha Rajah Dowlut Rao Scindiah engages, that the divisions appointed to act in concert with the British troops shall be maintained in a state of complete equipment, both men and horses, and regularly paid. In order to provide effectually for the latter object, in such a manner as shall prevent all future discussion or disputes, His Highness consents to renounce, for the next three years, the payments now made by the British government to him, as well as to certain members of his family and ministers of his government, and that those payments shall be disbursed towards the payment of His Highness' troops, through the British officers stationed with them: and the British government agrees, at the conclusion of the war, and after His Highness' troops shall have received what may be due to them, to pay any balance that may remain to His Highness. With the same view, the Maha Rajah Dowlut Rao Scindiah likewise consents to relinquish, in the fullest manner to the British government, for a period of two years, the tribute which he is entitled to receive from the States of Joudpore, Boondee, and Kotah.

Article 6.

It is agreed, that the troops of Maha Rajah Dowlut Rao Scindiah, cavalry, infantry and artillery, shall occupy, during the war, such positions as shall be designated by the British government, and shall not change them without the express concurrence of that government; any unconcerted movements being calculated to derange the joint operations of the forces of the two States, and to give advantage to the enemy. It is also agreed, in order to ensure the due execution of the stipulation contained in this article, that the British government shall be at liberty to station an officer in each of the divisions of the Maha Rajah's army above-mentioned.

Article 7.

The force that will be put in motion by the British government, and that actually in the service of Maha Rajah Dowlut Rao Scindiah, being fully sufficient to chastise the Pindarries, and effect the objects of the present treaty, His Highness agrees, in order to prevent the possibility of collusion between his

officers and the Pindarries, not to augment his forces during the war, without the concurrence of the British government.* His Highness expressly engages to prohibit his officers from admitting into the ranks of his army, or otherwise harbouring or protecting the Pindarries, or other freebooters; and all persons neglecting or disobeying these orders, are to be considered and treated as rebels to His Highness, and enemies of the British government.

Article 8.

With a view to the more effectual prosecution of the joint operations of the two governments, and to the facility and security of the communication of the British troops with their supplies, the Maha Rajah, reposing entire confidence in the friendship and good faith of the British government, agrees that British garrisons shall be admitted into the Forts of Hindia and Aseergurh, and shall be charged with the care and defence of those Forts during the war, and shall have the liberty of establishing depôts within them. The flag of Dowlut Rao Scindiah shall, however, continue to fly in the Fort of Aseergurh, and His Highness shall be at liberty to station a killehdar, with a personal guard of fifty men, in the said Fort; but it is clearly understood, that the actual command of that place, as well as of Hindia, and the disposal of the warlike stores that may be found in those Forts, shall be vested exclusively in the British commanding officers. Any part of those stores that may be damaged or expended while the Forts in question are occupied by the British troops, shall be accounted for, and the value made good to His Highness. For the more effectual performance of this stipulation, inventories shall be taken by officers, on the part of both governments, at the time of the occupation of the Forts by the British government. The present garrisons, with the exception above stated in regard to Aseergurh, shall move out of the Forts. The Maha Rajah will thenceforward have no further concern with the subordinates of the garrisons, but His Highness' other troops, including the Paegah, &c., shall encamp at such places as may be prescribed by the British officers, in conformity to the provisions of the 6th article. The territories depending on the Forts above-mentioned, will continue to be managed by the officers of the Maha Rajah, who will receive every support from the British government and its officers. The whole, or such portion of the revenues as may be necessary, shall be appropriated to the payment of the Maha Rajah's troops acting in concert with the British divisions, as stipulated in the 5th article; and a faithful account of the whole shall be rendered to His Highness after the conclusion of the war. The two Forts above-mentioned, and the territories dependent on them, will be restored to the Maha Rajah, as soon as the operations against the Pindarries, or their confederates, shall be brought to a termination, in the same condition in which they may be delivered up to the British government. All private property will be respected; and the inhabitants of the towns or villages depending on the Forts, will enjoy the protection of the British government, or be permitted to depart with their property, if they think proper.

Article 9.

The main object of the contracting parties being, to prevent for ever the revival of the predatory system in any form, and both governments being satisfied, that to accomplish this wise and just end, it may be necessary for the British government to form engagements of friendship and alliance with the several States of Hindoostan, the 8th article of the treaty of the 22d of November, 1805, by which the British government is restrained from entering into treaties with certain chiefs therein specified, is hereby abrogated and annulled; and it is declared, that the British government shall be at full liberty to form engagements with the States of Odyepoor, Joudpore, and Kotah, and with the State of Boondee, and other substantive States on the left bank of the Chumbul. Nothing in this article shall, however, be constructed to give the British government a right to interfere with states or chiefs in Malwan or Guzerat, clearly and indisputably dependent on or tributary to the Maha Rajah: and it is agreed that His Highness's authority over those states or chiefs shall continue on the same footing as it has been heretofore. The British government further agrees and promises, in the event of its forming any engagements with the above-mentioned States of Odyepoor, Joudpore, Kotah and Boondee, or with any others on the left bank of the Chumbul, to secure to Dowlut Rao Scindiah

SCINDIAH.

his ascertained tribute, and to guarantee the same in perpetuity to be paid through the British government: And Dowlut Rao Scindiah engages, on his part, on no account or pretence whatever, to interfere in any shape in the affairs of those States, without the concurrence of the British government.

Article 10.

If (which God forbid) the British government and the Maha Rajah shall be compelled to wage war with any other State, on account of such State attacking either of the contracting parties, or aiding or protecting the Pindarries or other freebooters, the British government, having at heart the welfare of Dowlut Rao Scindiah, will, in the event of success, and of His Highness' zealous performance of his engagements, make the most liberal arrangements for the consolidation and increase of his territories.

Article 11.

Such parts of the treaty of Surjee Anjengaum, and of the treaty concluded on the 22d November 1805, as are not affected by the provisions of the present engagement, remain in full force, and are mutually binding on the contracting parties.

Article 12.

This treaty consisting of twelve articles, having this day been concluded, subject to the ratification of the Governor General and Maha Rajah Alijah Dowlut Rao Scindiah, Captain Close engages to procure the ratification of the Governor General in five days from this date, or sooner if possible; and Ram Chunder Bhasker engages to obtain His Highness' ratification before sunset this evening.

Done at Gwalior, this 5th day of November, in the year of our Lord 1817, corresponding with the 24th day of Zehedge, 1232 of the Hegira, and with Buddee Yekadussee of the month of Aswin, in the year 1218 of the Arabic era.

(Signed)

ROBERT CLOSE.

RAMCHUNDER BHASKER.

The Seal of
Dowlut Rao
Scindiah.

Ratified by the Governor General, in camp near Nuddee Ka Gong, on the 6th of November 1817.

With a view to the formation of mutually convenient boundary lines, certain exchanges of territories were made between Scindiah and the British Government, as specified in the following Treaty:

No. CLXX.

ENGAGEMENT between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHA RAJAH ALIJAH DOWLUT RAO SCINDIAH BEHAUDER.

Whereas by the fourteenth article of the treaty of Poonah, concluded on the 13th of June 1817, all the rights and territories of His Highness Rao Pundit Purdhan in Malwa were ceded to the Honourable East India Company, and whereas some of those territories are contiguous to and intermixed with, those of Maha Rajah Dowlut Rao Scindiah. It has therefore been agreed, for the mutual convenience of both States, that certain exchanges of territory should take place; and the British government hereby transfers to Maha Rajah Alijah Dowlut Rao Scindiah his heirs and successors, all its rights and claims to the districts and territories mentioned in the annexed Schedule No. 1, and Maha Rajah Alijah Dowlut Rao Scindiah, for himself, his heirs and successors, hereby transfers to the British government all his rights and claims of every description to the places mentioned in the accompanying Schedule No. 2.

Moreover, the British government having resolved to restore to Maha Rajah Alijah Dowlut Rao the Fort and territory of Jawud, &c., the Maha Rajah on his part engages, on his recovering that district, to establish such an administration there as shall afford security for the peace of the country, and the prevention of the revival of the predatory system. The Maha Rajah further engages to recall Jeswunt Rao Bhow, for whose future conduct the Maha Rajah will be responsible, and will require him to reside at ■ distance from Jawud on ■ provision to be assigned him by the Maha Rajah, either in jaghire, or in any other manner His Highness may prefer.

It is further stipulated that, in the event of Hindiah and Asseerghur being restored by the British government to the Maha Rajah previous to the entire cessation of operations against the Pindarrahs, &c. The Maha Rajah engages that in lieu of the revenues of those districts, which by treaty have been set aside for the payment of the Contingent to be employed against the Pindarrahs, a third years' tribute on the States of Kotah and Joudpoor shall, in the event of its being required, be assigned for that purpose.

In witness whereof, Maha Rajah Alijah Dowlut Rao Scindiah has hereunto affixed his seal; and Captain Josiah Stewart engages to obtain and deliver to Maha Rajah Dowlut Rao Scindiah without delay, ■ counterpart of this engagement with the ratification of the Most Noble the Governor General.

Done at Gwalior, this twenty-fifth day of June, in the year of our Lord, 1818, corresponding with the twentieth day of Shabun, 1233 of the Hegira, and with Buddee Septumeen of the month of Jeth, in the year 1219 of the Arabic Æra.

(Signed) J. STEWART,
Acting Resident.

This Engagement was ratified by His Excellency the Governor General on the river near Dinapoor, on the 9th July, 1818.

SCHEDULE No. 1.

Statement of Cessions made by the British Government to Maha Rajah Dowlut Rao Scindiah.

TALOOKS.	In what District.	Revenue at the highest Estimate.	
		Total of Each.	Total.
<i>Lands of the Vinchoorkur.</i>			
Rae - - - - -	Gwalior - - - - -	2,10,000	
Susaram - - - - -	Ditto - - - - -		
Sisaree - - - - -	Ditto - - - - -		
Simreea - - - - -	Ditto - - - - -		
Mehagaon - - - - -	Ditto - - - - -		
Jukhoda - - - - -	Ditto - - - - -		
Powaya - - - - -	Ditto - - - - -		
Pulacha - - - - -	Ditto - - - - -		
Butterwas and Mustoora - - - - -	Nurwur - - - - -		
Arown - - - - -	Gwalior - - - - -		
Chandpoor - - - - -	Ditto - - - - -	10,000	
Punyar - - - - -	Ditto - - - - -		
Khurya - - - - -	Ditto - - - - -		
Gurajur and 3 villages - - - - -	Ditto - - - - -	3,000	
Rae Rajgur - - - - -	Nurwur - - - - -		
Kurhowul - - - - -	Nurwur - - - - -		
Bamore - - - - -	Ditto - - - - -	1,500	
Share of Cherus and Digdowleah - - - - -	Ditto - - - - -		
Kudwyo - - - - -	Aheerwara - - - - -		
Uttheekhera - - - - -	Ditto - - - - -	85,000	
Billakhera - - - - -	Ditto - - - - -		
Budurhutta and Bamsolee - - - - -	Subbulgurh - - - - -		
Koolhowlee - - - - -	Ditto - - - - -	17,000	
Rampoor - - - - -	Ditto - - - - -		
Jowahargur - - - - -	Ditto - - - - -		
Sewye - - - - -	Ditto - - - - -		
			3,26,500

SCINDIAH.

TALOOKS.	In what District.	Revenue ■ the highest Estimate.	
		Total of Each.	Total.

Lands of the Jadoos.

Sippree - - - - -	South of Nurwar -	25,000	
Kolarus - - - - -	" -	24,000	
Jirree - - - - -	" -	27,000	
Gazeegur and Gaswanee - - - -	" -	13,000	
Oomedgur - - - - -	" -	1,000	
			90,000

Lands of Rajah Bahadur.

Toomun - - - - -	In Aheerwara -	25,000	
Puchar - - - - -	" -	35,000	
Runode - - - - -	" -	25,000	
Peeprye - - - - -	" -	65,000	
Kutchuar - - - - -	" -	20,000	
Ramser - - - - -	" -	27,000	
That part of Soojawulpoor west of the Neewuz -	- - - -	Revenue not known.	
			1,97,000

Lands of the Oreekur.

Malhargur - - - - -	- - - -	-	
Mungolee - - - - -	Malwa - - - -	10,000	
Bhorasso - - - - -	" - - - -	12,000	
Kunjee - - - - -	" - - - -	15,000	
Teecondi - - - - -	" - - - -	10,000	
Dhamad and Bagrode - - - - -	" - - - -	20,000	
Nya Surace - - - - -	Aheerwara - -	60,000	
Aggur - - - - -	Soudwara - -	75,000	
			2,02,000

Lands of the Nygonghur.

Dewry - - - - -	Near Saugor -	50,000	
Goorjama - - - - -	Ditto - - - -	25,000	
Narmhow - - - - -	{ Between Saugor and Bhopaul }	35,000	
Chourpat - - - - -	Near the Nurbudda -	3,000	
Taindoo Khaira - - - - -	Ditto ditto - -	20,000	
Balla Behut and Suhrace - - - -	In Aheerwara - -	75,000	
Oonarsee - - - - -	Near Seronga - -	50,000	
			2,58,000
	Grand Total -	- Rupees	10,73,500

Governor
General's
Small Seal.

(Signed) HASTINGS.

By the Governor General,

(Signed)

J. ADAM,

Secretary to the Governor General.

Statement of Cessions made by Maha Rajah Dowlut Rao Scindiah to the British Government.

	Original Revenue.	Additional Revenue.	Total of each.	Total.
<i>District of Ajmere.</i>				
Havilly Ajmere - -	86,489 12 6	30,000 0 0	1,16,489 12 6	
Ramser and Sreenug-gur - - - -	51,000 0 0	25,000 0 0	76,000 0 0	
Bhenoy - - - -	51,085 0 0	25,000 0 0	76,085 0 0	
Lokundee - - - -	40,259 6 0	20,000 0 0	60,259 6 0	
Sawur - - - -	2,500 0 0	1,000 0 0	3,500 0 0	
Phoolpah - - - -	2,000 0 0	- - -	2,000 0 0	
Musada - - - -	14,033 0 0	7,000 0 0	21,033 0 0	
Kharwah - - - -	2,900 0 0	1,500 0 0	4,400 0 0	
Customs, Duties, Fines, &c. - - - -	44,191 6 6	- - -	44,191 6 6	
Revenue collected under the name of Bhoom Baba and Puttail Baba, 25,000 Rs. every second year - - - -	12,500 0 0	- - -	12,500 0 0	
Ditto for Nath, Khasgee Ghogree, and Aumeena, &c. - -	- - -	- - -	38,567 7 0	
Ditto under the name of Khowaza Saheb and Meera Saheb -	- - -	- - -	45,958 0 0	
Dittoditto Kuylasbasee Appa Saheb's Chut-tree (Tomb) - - -	- - -	- - -	3,000 0 0	
Ditto ditto Dhurrun Doss and Keerut Mull - - - -	- - -	- - -	1,500 0 0	
				5,05,484 0 0

Boondes Tribute, one-fourth of the Revenue.

Kusbeh Boondie - -	10,000 0 0	- - -	10,000 0 0
Burrodoah - - -	8,500 0 0	- - -	8,500 0 0
Sikarlohecha - -	10,000 0 0	- - -	10,000 0 0
Bussee - - - -	6,000 0 0	- - -	6,000 0 0
Kanprun - - - -	4,000 0 0	- - -	4,000 0 0

Collections from the following Mehals.

Gunnowly - - -	24,000 0 0	- - -	24,000 0 0
Boordun - - - -	21,000 0 0	- - -	21,000 0 0
Kurwar Summadhee -	25,000 0 0	- - -	25,000 0 0
New Talooka, Footgaown - - - -	8,000 0 0	- - -	8,000 0 0
Baug - - - -	100 0 0	- - -	100 0 0
Nuwab Gaown - -	6,000 0 0	- - -	6,000 0 0
			1,22,600 0 0

Revenue of Oreelah, &c.

Kusbeh Oreelah - -	4,000 0 0	- - -	4,000 0 0
Jumaida - - - -	2,500 0 0	- - -	2,500 0 0
Moreka - - - -	2,000 0 0	- - -	2,000 0 0
Guira - - - -	1,000 0 0	- - -	1,000 0 0
Oeecha - - - -	1,000 0 0	- - -	1,000 0 0
Balodee - - - -	800 0 0	- - -	800 0 0
Booglee and Burgowlee - - - -	3,000 0 0	- - -	3,000 0 0

SCINDIAH.

	Original Revenue.	Additional Revenue.	Total of each.	Total.
Goorha - - -	6,000 0 0	- - -	6,000 0 0	
Numeecha Kerah - -	1,500 0 0	- - -	1,500 0 0	
Jumadee - - -	800 0 0	- - -	800 0 0	
				22,600 0 0
Pergunnah of Huttanah in Meywar (revenue not known) Islaumnuggur -				50,000 0 0
				<u>Grand Total, Rupees - - 700,684 0 0</u>

Governor
General's
Small Seal.

(Signed) HASTINGS.

By the Governor General.

(Signed) J. ADAM,
Secretary to the Governor General.

The expence of Scindiah's contingent having exceeded the amount provided for its support by the treaty of 1817 (No. 169), His Highness was indebted to the British Government for the excess. It was therefore agreed to reduce the contingent so as to bring its cost within the amount originally assigned for its payment, and to transfer intermixed territory in liquidation of the debt.

No. CLXXI.

ENGAGEMENT between the BRITISH GOVERNMENT and the MAHA RAJAH
DOWLUT RAO SCINDIAH.

Whereas the Maha Rajah Dowlut Rao Scindiah agreed to give up the annual payments made by the British government to him in lieu of Shergur Koosey, and also the pensions paid to himself and certain other persons of his Court, together with the tribute to which he was entitled from Joudpore and Kotah for three years, for the purpose of maintaining a body of auxiliary horse. And whereas, the whole of that amount has already been paid by the British government to the Maha Rajah's troops, and a considerable balance remains due to the British government. It has now been agreed between the Maha Rajah and the British government, that the body of auxiliary horse to be maintained by His Highness shall be reduced, so that the above mentioned funds may be fully adequate to the payment of the force.

It is further agreed that for the liquidation of the debt incurred by the Maha Rajah to the British government for the payments already made to the auxiliary horse, as well as for the expences of those horse until the funds appropriated for their maintenance become available, the following districts shall be made over from the commencement of the year 1877 Sumbut, to the British government; viz.

In Candeish.

1. The Pergunnah of Yawul.
2. Ditto Choprah.
3. Ditto Pachorah.
4. Ditto Lahora, 12 villages.
5. Possessions in Gurra Kotah and Maltoun intermixed with those of the British government, together with the Fort of Gurrah Kotah.

And whereas, all the above mentioned districts are intermixed with the possessions of the British government, it is further agreed that, after the liquidation of the debt due by the Maha Rajah, the British government shall either restore those districts to His Highness or continue to hold them, paying a fair rent for them, or grant to His Highness other lands of equal value in lieu of them, which may be more conveniently situated, whichever mode may appear best to the British government.

Done at Gwalior, this sixth day of February, in the Year of Our Lord 1820, corresponding with 20th day of Rubbee-ul-Sanee, 1235 of the Hegira, and with Magbuddee Sutmee 1220 of the Arabic Æra.

SCINDIAH.



(Signed) HASTINGS.

The Governor
General's
Small Seal.

(Signed) J. ADAM.
ED. COLEBROOKE.

Ratified by His Excellency the Governor General in Council, this 22nd day of April A.D. 1820.

(Signed) C. T. METCALFE,
Secretary.

In 1836, Scindiah's government having agreed to pay towards the support of the contingent the sum of rupees 66,926, being the net revenue of the districts of Parchara, Yawul, Chopra and twelve villages of Lowara, those possessions were restored to His Highness's own management.

Dowlut Rao Scindiah died in March, 1827, leaving no male issue. His widow, the Baiza Bai, adopted Junkojee Rao Scindiah as successor to the Musnud. Junkojee died on the 7th February, 1843, and was succeeded by Bhageerut Rao, the nearest in blood to the deceased, and who had been adopted by his widow, the Tara Bai, with the consent of the British government.

The Ranees and the chiefs conferred the office of Regency, during the Raja's minority, on the Mama Sahib, who soon lost favour with the Ranees, and was driven from office by intrigues, promoted by the Dada Khasgee Walla.

The Dada conducted the administration in a spirit of manifest hostility to the British government, and the Gwalior troops became so unruly, as to endanger our neighbouring provinces. This state of things compelled the British government to interfere for the protection of the young Rajah's interests, the establishment of a friendly government and the preservation of general tranquillity in Hindoostan.

Though ample military preparations had been made, Lord Ellenborough, who had joined the army, used every effort to accomplish his objects by negotiation. This was, however, found to be impracticable so long as the Gwalior government was controlled by its own mutinous and licentious soldiery. The British army therefore advanced, in two divisions, towards Gwalior.

On the 29th December, it was opposed at Maharajpore and Punniar by the Raja's forces, who were completely defeated, and the following Treaty was concluded at Gwalior, on the 13th of January :

No. CLXXII.

TREATY between the Honourable English East India Company and Maha Rajah ALI JAH JYAJEE RAO SCINDIAH BEHAUDER and his children, heirs and successors, settled on the part of the Honourable Company, by FREDERICK CURRIE, Esquire, and Lieutenant-Colonel WILLIAM HENRY SLEEMAN, by virtue of full powers to that effect vested in them by the Right Honourable EDWARD LORD ELLENBOROUGH, one of Her Britannic Majesty's Most Honourable Privy Council, Governor General, appointed by the Honourable Company to direct and control all their affairs in the East Indies, and on the part of His Highness Jyajee Rao Scindiah, by Rao Ram Rao Phalkeea Behauder Shumshere Jung, Deo Rao Jado Mama Sahib, Dubeer-ood-Dowlah, Moonshee, Raja Bulwunt Rao Behauder, Odajee Rao Khatkeea, Molla Jee, and Naraen Rao Bhow Eemajee Photnavees, the Sirdars nominated to conduct the affairs of the government during His Highness' minority.

Article 1.

Every part of the treaty of peace concluded by General Sir Arthur Wellesley, K.B. at Serjee Anjengaum, and of the treaty of alliance and mutual defence, settled by Major John Malcolm, at Boorhanpoor, on the 27th of February, 1804, and of the definitive treaty of amity and alliance, with the declaratory article

SCINDIAH.

annexed, concluded by Lieutenant-Colonel John Malcolm, at Mustafapore, on the 22nd November, 1805, and of the treaty concluded between Captain Robert Close, on the part of the British government and Maha Rajah Ali Jah Dowlut Rao Scindiah, on the 5th November, 1817, as well as every part of all other treaties and engagements between the two States, which may be now in force, except in so far as may be altered by this engagement, is to remain binding upon the two governments.

Article 2.

Whereas, the late Maha Rajah Junkojee Rao Scindiah engaged to defray all the charges of a force to be commanded by British Officers, and constantly stationed within His Highness's territories for the protection thereof, and the preservation of good order therein, and the cost of such force hitherto has been about 5,00,000 of Company's rupees per annum, and the revenues and receipts set apart and assigned for the maintaining of the said force, together with other revenues now received by the British government on His Highness' account, amount to the sum of about 5,46,000 Company's rupees; and whereas, it is expedient to increase the amount of such force and to make permanent provision for defraying the charge thereof, it is therefore agreed between the British government and His Highness the Maha Rajah Jyajee Rao Scindiah, that in addition to all the revenues and other receipts already set apart for the purpose of maintaining the said force, or received by the British government on His Highness' account, the revenues of the districts enumerated, and territory described in the schedule A. to this treaty, shall be appropriated to the maintenance of such force.

Article 3.

It is further agreed that if the revenues of the districts so enumerated and described in such Schedule A. together with the revenues and payments, mentioned in the foregoing article as set apart for the payment of the said force, or heretofore received on His Highness' account, shall, after defraying thereout all the charges of civil administration, exceed the sum of eighteen lacks of Company's rupees, the surplus shall be paid over to His Highness Maha Rajah Jyajee Rao Scindiah, and if the said revenues and receipts shall fall short of eighteen lacks of Company's rupees per annum the deficiency shall be made good by His Highness.

Article 4.

And it is further agreed, for the better securing of the due payment of the revenues of such districts enumerated and described in Schedule A. and for the better preserving of good order within the same that the civil administration thereof shall be conducted by the British government in the same manner in which the civil administration of other districts belonging to the Maha Rajah, of which the revenues are similarly assigned, is conducted by the British government for His Highness.

Article 5.

And whereas, there is now due to the British government the sum of ten lacks of rupees, more or less, as may hereafter appear on examination of the accounts, on the score of charges of the contingent force, and a further sum of one lack on account of advances made to Her Highness the Baeza Bae and on other accounts, and the charges of the present armament of the British government may be estimated at ten lacks (after deducting therefrom the expence of furnishing to His Highness 6,000 men with artillery and stores free of cost to His Highness, under the provisions of the treaty of Boorhanpore) and a further expenditure of five lacks will be incurred by the British government in affording compensation for losses sustained during, and in consequence of the late hostilities, and in other charges connected therewith; it is further agreed that His Highness shall pay to the British government the sum of twenty-six lacks of rupees within fourteen days from the date of this treaty, and in default thereof, that the revenues of the several districts enumerated in Schedule B. attached to this treaty, shall, together with the civil administration of such districts, be made over to the British government, until such time as the said sum of twenty-six lacks of Company's rupees shall have been paid, together with interest at the rate of five per cent. per annum upon the same.

Article 6.

And whereas, the British government is bound by treaty to protect the person of His Highness the Maha Rajah, his heirs and successors, and to protect His Highness' dominions from foreign invasion, and to quell serious disturbances therein, and the army now maintained by His Highness is of unnecessary amount, embarrassing to His Highness' government and the cause of disquietude to neighbouring States, it is therefore further agreed that the military force of all arms hereafter to be maintained by His Highness, exclusive of the contingent above provided for shall at no time exceed 9,000 men, of whom not more than 3,000 shall be infantry, with 12 field guns, and 200 gunners with 20 other guns; and His Highness the Maha Rajah engages to take immediate measures for the reduction of his army within the number above specified, and the British government engages on its part to assist His Highness therein should such aid appear to be required.

Article 7.

It is further agreed that His Highness will discharge all pay due to the troops disbanded, and also give a gratuity of three months' pay to such of the officers, non-commissioned officers, and privates of the corps disbanded as may not be re-enlisted in the contingent or in any new corps formed by His Highness.

Article 8.

And inasmuch as it is expedient to provide for the due administration of the government during the minority of His Highness the Maha Rajah, which minority shall be considered to terminate when His Highness shall have attained the full age of 18 years, and not sooner, that is, on the Mittee Maug Buddee Punchouree Sumbut 1909 or nineteenth day of January, A.D. 1853.

It is further agreed that during such minority the persons entrusted with the administration of the government shall act upon the advice of the British Resident in all matters whereon such advice shall be offered, and no change shall be made in the persons entrusted with the administration without the consent of the British Resident acting under the express authority of the Governor General.

Article 9.

And it is agreed that the following persons shall in the first instance constitute the council of Regency, and that the first-named person shall be President of the same, Rao Ram Rao Phalkeea Behauder Shumshere Jung, Deo Rao Jado Mama Sahib, Dubeer-ood-Dowlah Moonshee, Rajah Bulwunt Rao Behauder, Oodajee Rao Khatkeea, Molla Jee, and Narain Rao Bhow Eemajee Photnavees.

Article 10.

And inasmuch as it is fitting that Her Highness the Tara Bahee should have a suitable provision now made for the maintenance of her court, it is further agreed that the sum of three lacks of rupees shall be annually set apart for that purpose, and be at Her Highness's sole disposal.

Article 11.

And it is further agreed that the British government shall, heretofore, exert its influence and good offices for maintaining the just territorial rights of the Maha Rajah and the subjects of the State of Scindiah, at present existing in the neighbouring and other Native States.

Article 12.

This treaty, consisting of twelve articles, has been this day settled by Frederick Currie, Esquire, and Lieutenant-Colonel William Henry Sleeman, acting under the directions of the Right Honourable Edward, Lord Ellenborough, Governor General, on the part of the British government, and by Rao Ram Rao Phalkeea Behauder Shumshere Jung, Deo Rao Jado Mama Sahib, Dubeer-ood-Dowlah Moonshee, Rajah Bulwunt Rao Behauder, Oodajee Rao Khatkeea, Molla Jee, and Narain Rao Bhow Eemajee Photnavees, on the part of the Maha Rajah

SCINDIAH.

Jyagee Rao Scindiah, and the said treaty has been this day ratified by the seal of the Right Honourable Lord Ellenborough, Governor General, and by that of His Highness Maha Rajah Jyagee Rao Scindiah.

Done at Gwalior, this thirteenth day of January, in the year of Our Lord one thousand eight hundred and forty-four, corresponding with 22d Zilhidge, 1259 Hegira, and ratified the same date.

Seal of Maha Raja
Ali Jah Jyagee Rao
Scindiah Behauder.

Seal of the
Governor General.

(Signed) ELLENBOROUGH.

(Signed) F. CURRIE,
Secretary to the Government of India.

Seal of Ram Rao
Phalkera Behauder.

(Sd.) RAM RAO PHALKEEA BEHAUDER, SHUMSHERE JUNG.

Seal of Moonshee
Rajah Bulwunt
Rao Behauder.

„ MOONSHEE RAJAH BULWUNT RAO.

„ DEO RAO BHOW JADO.

Seal of Oodajee Rao
Khatkeea.

„ OODAJEE RAO KHATKEEA.

„ NARAIN RAO BHOW.

„ MOLLA JEE.

SCHEDULE A

Referred to in articles 2 and 3 of the treaty of Gwalior, being the enumeration of districts, with their estimated present net revenues and description of territory, assigned by His Highness Jyagee Rao Scindiah for the maintenance of the increased contingent force, mentioned in the said treaty in addition to the revenues heretofore assigned and payments heretofore received by the British government on the part of His Highness.

Bhanderee,	-	-	-	-	-	1,80,000
Chanderee,	-	-	-	-	-	81,000
Ghur Mhow	-	-	-	-	-	2,400
Mhow Mehonee	-	-	-	-	-	37,000
Jawud	-	-	-	-	-	2,29,000
Jeerun,	-	-	-	-	-	37,000
Indorkee,	-	-	-	-	-	37,000
Gungapoor, &c.	-	-	-	-	-	16,000
Yawul Chupra,	-	-	-	-	-	97,000
Sitwas Nimawur	-	-	-	-	-	35,000
Kutchwaghur,	-	-	-	-	-	2,27,500
Ruttunghur,	-	-	-	-	-	1,60,000
Hurdiah Hurdah,	-	-	-	-	-	1,29,000
Manpoor,	-	-	-	-	-	2,000
Charr Thanah	-	-	-	-	-	800
Nodha,	-	-	-	-	-	30,000

Total - - 13,00,700

and any other pergunnaahs, districts or lands whatsoever belonging to His Highness not above specified,* which may be situated on the right bank of the river Scinde from its embouchure in the Jumna to the point at which it leaves the ghauts near Khainwah (save and except the Fort of Nurwur with the lands immediately surrounding the same, 38 villages yielding 14,000 rupees, and Lebwah, jaghire of

*Such as Gondia near Inderghur,
Yielding - - - 30,000
Mehdek - - - 2,200
Pachore and Chundory 250

Bulwunt Rao, yielding 2,000, and Bhengong, jaghire of Bhow Photnavees, yielding 2,000, the two last to be transferred hereafter, at the pleasure of the British government an equivalent being given for them in some other of the transferred districts by mutual agreement) and from that point all such other pergunnahs, districts and lands as may be situated below the summit of the ghauts.

It is to be understood that all religious endowments and grants of a similar character *bonâ fide* existing at this date and excluded from the rent roll of the several districts, are to be respected and maintained, and that the assumption of the management of the new territories by the British government does not involve the abolition of the Suzeraineté of the Maha Rajah, or of the proprietary rights of the inhabitants thereof.

(Signed) F. CURRIE.

„ W. H. SLEEMAN.

N.B. In addition to the lands above enumerated the British government receive as assignment for the former contingent, and on other accounts sums to the amount of about 5,46,900 rupees making the total aggregate receipts for the whole contingent force 18,47,600.

(Signed) F. CURRIE.

SCHEDULE B.

Referred to in article V. of the treaty of Gwalior, being an enumeration of the districts to be held and managed by the British government till the debt due by the Gwalior State mentioned in the said article is discharged.

Shoojawulpore, - - - -	- 2,55,000
Shajehanpore, - - - -	- 2,00,000
Eesagurh, - - - -	- 3,00,000

(Signed) F. CURRIE.

„ W. H. SLEEMAN.

GOHUD.

GOHUD.

Gohud was held on Zemindary tenure by a Jat Chief, named Bheem Sing, who first rose to notice under the Peishwa Bajee Rao. It appears that he had also held Gwalior, but had been compelled to relinquish it to the Mahrattas, against whom he rebelled after the battle of Paniput. In 1767, Ragoba, then commander of the Mahratta forces in Hindoostan, after a protracted siege of the town of Gohud, accepted a tribute of three lacks of rupees.

During the war with the Mahrattas in 1779, the subjoined Treaty was entered into with the Rana of Gohud:

No. CLXXIII.

TREATY between the COMPANY and MAHA RAJAH LUCKINDAR, BEHAUDER, RANAH of GOHUD.

Articles of Agreement made and concluded at Fort William in Bengal, between the Honourable the Governor General and Council for the affairs of the Honourable English East India Company, on behalf of the said Company, on the one part: and Maha Rajah Luckindar Behauder, Ranah of Gohud, for himself and his successors on the other part; viz.

Article 1.

Perpetual friendship shall take place between the English Company and Maha Rajah Luckindar Behauder, and their successors; and an alliance be established between them, for the prosecution of the objects hereinafter mentioned.

Article 2.

Whenever a war shall actually take place between the contracting parties and the Mahrattas, if Maha Rajah Luckindar Behauder shall require the assistance of an English force from the Company for the defence of his country, or for the acquisition of territory, such a force, proportioned to the exigency of the service, shall be immediately sent, on his requisition, made in writing, to the Commanding Officer of the nearest station of the Company's troops, shall remain with him as long as he shall require it, and return when he shall dismiss it. The expences thereof shall be defrayed by the Maha Rajah, at the fixed monthly rate of twenty thousand muchlidar rupees, of the currency of Benares, or any other species of rupees, of the same intrinsic amount, for each battalion of sepoy, on its present establishment, with its proportion of artillery. The payment to commence on the day when the said force shall pass the borders of the Company's dominions, or the dominions of the Nabob of Oude, and cease on the period stipulated for its return to either; four coss being allowed for each day's march.

Article 3.

This force shall be employed for the defence of the Maha Rajah's dominions, against all foreign or domestic enemies, or for the enlargement of his dominions, by conquest on the Mahrattas.

Article 4.

Whatever countries shall be acquired from the Mahrattas, in pursuance of this treaty, by the troops of the Company or of the Maha Rajah, separately or in conjunction, whether by war or treaty, except the fifty-six mahals which constitute the Maha Rajah's jaghire, and which are not now in the possession of the Mahrattas, shall be shared in the following proportions: viz. nine annas to the Company, and seven annas to the Maha Rajah. The mean amount of the gross revenue of the whole shall be ascertained by aumeens, chosen by each party, on the collections made in the ten preceding years; and the amount of the Company's share, as determined by the said aumeens, after deducting the charges of collection which are customary in such countries, shall be fixed and paid by the Maha Rajah, as a perpetual tribute to the Company; and the lands and Forts shall be ceded to the Maha Rajah.

Article 5.

In case it shall be judged advisable to employ the combined forces of the Company and the Maha Rajah in any hostile operations against the Mahrattas, beyond the borders of the Maha Rajah's dominions, on requisition made to him in writing from this government, he shall furnish ten thousand horse for such service; and each party shall bear his own separate expence: and if upon the return of the English forces towards their own borders, the Maha Rajah shall have occasion for their services, and shall make a requisition to retain them, from the instant of such requisition he shall pay their charge, in the same manner as stipulated in the second article. But it shall not be required of the Maha Rajah, nor be in the power of this government, to detach or employ his troops beyond the furthest borders of Eogin and Indoon, without his special consent.

Article 6.

Whenever the English forces are employed for the defence of the Maha Rajah's country, or for the acquisition of territory, the service to be performed shall be prescribed by himself; but the mode of executing it shall be left to the direction of the officer commanding the English troops.

Article 7.

Whenever the combined troops of the Company and the Maha Rajah shall be employed in any remote operations, the Commanding Officer of the English forces shall consult the Rajah upon all services to be performed; but the ultimate decision in case of a difference of opinion, and the mode of conducting such services shall be left entirely to the Commanding Officer of the English forces, with a reservation of the Maha Rajah's complete authority over his own troops.

Article 8.

GOHUD.

Whenever peace shall be concluded between the Company and the Mahratta State, the Maha Rajah shall be included as a party in the treaty which shall be made for that purpose, and his present possessions, together with the Fort of Gwalior, which of old belongs to the family of the Maha Rajah, if it shall then be in his possession, and such countries as he shall have acquired in the course of the war, and which it shall then be stipulated to leave in his hands, shall be guaranteed to him by such treaty.

Article 9.

No English factory shall be established in the dominions of the Maha Rajah. No persons of any denomination shall be sent into his dominions on the part of the English Company, or with the licence of the Governor-General and Council, without his previous consent: neither shall his ryots be pressed for any military service, nor any authority exercised over them but his own.

Signed, sealed, and concluded, at Fort William, this 2nd day of December, in the year of Our Lord 1779.

In the following year the Rana was put in possession of Gwalior, after its capture by Major Popham. On the conclusion of the Treaty of 1781, No. 162, with Scindiah, the Rana, on the plea that he had been guilty of treachery, was abandoned by the British government, and Mahdajee Scindiah soon took possession of both Gwalior and Gohud.

On the breaking out of the war with the Mahrattas in 1803, Gohud and Gwalior were under the exclusive management of a Mahratta Chief, named Ambajee *Ambajee Anglia*. Anglia, who had intimated to the British government his desire to throw off his dependence on Scindiah and to hold the possessions then under his management, as a tributary of the British Government.

This was incompatible with the Governor General's intention to assign a portion of these territories to the Rana of Gohud. It was therefore resolved to compensate Ambajee for the loss of the territory to be given to the Rana, and to confirm his possession of the remainder. Upon this principle the following Treaty was entered into with Ambajee:

No. CLXXIV.

TREATY with RAJAH UMBAJEE RAO ENGLAH, 1803.

Treaty of Amity and Alliance between the Honourable the East India Company and Rajah Umbajee Rao Englah, providing for the relinquishment to the Honourable Company of certain districts, including the Forts of Gwalior, Gohud, and others hitherto held in farm by Rajah Umbajee, and for the guarantee, on the part of the Honourable Company, to Rajah Umbajee, of certain portions of country, including the Fort of Narwar and others, to be held by him in sovereignty, concluded by His Excellency General Gerard Lake, Commander-in-Chief of the British forces in India, in virtue of authority vested in him for that purpose by his Excellency the Most Noble Richard, Marquis Wellesley, Knight of the most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Captain-General and Commander-in-Chief of all the land forces serving in the British possessions in India, and Governor-General in Council at Fort William in Bengal, on the part of the Honourable Company, and by Rajah Umbajee Rao Englah, for himself, his heirs and successors.

Article 1.

A permanent friendship and alliance is established between the Honourable Company and Rajah Umbajee Rao Englah, and between their heirs and successors. In conformity to the friendship established, the friends and enemies of one party shall be the friends and enemies of both, and neither party shall swerve from this obligation.

Article 2.

Rajah Umbajee hereby agrees to deliver over, without delay or evasion, to the Company's government, the Fortress of Gwalior, with the districts under-mentioned, which have been hitherto held by him in farm, with the Forts situated in them, whenever the Officers of the Company's government may be

GOHUD.

deputed for the purpose of taking possession of them; and farther agrees, that these districts and Forts may be disposed of as may appear expedient to the British government, relinquishing on his part, all farther claims, on any account whatever, to the said districts and Forts :

Gwalior Khas - - - - - 40,000

Attree and other five Mahals :

Chummerch, Bower, Salbye and Chounara,	Rs.	1,50,000
Allahpore,	"	40,000
Summoulee,	"	60,000
Puhorghur and others, of talook Inkurwaree,	"	1,00,000
Talook Jetawur,	"	25,000
Pergunnah Dolpore,	"	1,50,000
_____ Baree,	"	2,00,000
_____ Rajahkeera	"	60,000
_____ Binde, with its talooks,	"	2,20,000
_____ Attore,	"	1,10,000
Talook Phoonp,	"	20,000
_____ Oomree,	"	35,000
_____ Balawa,	"	30,000
_____ Ammow,	"	1,00,000
_____ Jagnee,	"	30,000
Seroy Choolah,	"	10,000
Doondree,	"	40,000
Ahnoun,	"	1,00,000
Noorabad,	"	25,000
Attowra,	"	25,000
Bahadurpore,	"	30,000
Ballaittee,	"	20,000
Curwas,	"	15,000
Hawellee Gohud,	"	50,000
Behut,	"	50,000
Talook Sookharree,	"	8,000
_____ Aman,	"	25,000
Inderkee,	"	50,000
Budhaik,	"	18,000
Bhandere,	"	2,00,000
Nhodah,	"	30,000
Lehar and six others, forming the zillah Kutchwakra,	"	2,00,000
Gaojera,	"	10,000
Kuttoullee,	"	2,00,000
Layunkalan,	"	30,000
Pergunnah Noh,	"	50,000
_____ Betwa,	"	50,000
_____ Deoghur,	"	50,000
	Rupees	26,56,000

Article 3.

In consideration of the friendship and attachment to the Honourable Company manifested by Rajah Umbajee, by the engagements entered into on his part by the present treaty, the Honourable East India Company do hereby guarantee to the Rajah, and to his heirs and successors, the possession in sovereignty of the Fort of Narwar and the districts undermentioned, which are reported by the Officers of the Rajah to be now in his possession, with the Forts situated in them. The Honourable Company shall demand no tribute or rent whatever from Rajah Umbajee, on account of these possessions :

Narwar Khas,	Rs.	9,000
Talook Surwarreen,	"	9,000
_____ Bara Doongree,	"	4,500
_____ Digdoullee and Cheras,	"	8,000
_____ Rajaghur,	"	7,500
_____ Guneshkera,	"	3,500

Talook Barye, &c.,	Rs.	1,000	GOHUD.
Ray,	"	4,000	
Saseram,	"	5,000	
Souknee,	"	7,000	
Kureeawul,	"	10,000	
Deoghur,	"	1,500	
Moorsee,	"	5,000	
Gopaulpore,	"	5,000	
Doongerpoor and Magrounee,	"	25,000	
Pattye Kurrye,	"	6,000	
Beeturwas, &c.,	"	46,200	
Villages of Gwalior, which have been attached to Narwar; viz.			
Rampore, Bounee, and Buseree,	"	5,000	
Doodakhaner,	"	10,000	
Saer,	"	12,000	
Subulghur and nine others,	"	1,25,000	
Beejipore and two others,	"	47,000	
Pouree,	"	51,000	
Sersye and Paren,	"	4,000	
Utlupore Beejrawan,	"	5,000	
Lawan of Pergunnah Shadoura,	"	2,500	
Doulaghur Kursena,	"	5,500	
Talook Benouree,	"	2,000	
Budrita and Village Kera, and two others,	"	12,000	
Negounee,	"	1,500	
Villages of Enam Chutree, Trimukjee, &c.,	"	10,000	
Pergunnah Googul Chuttree,	"	45,000	
Talook Alunpore,	"	25,000	
Koonch,	"	1,50,000	
Sepree,	"	50,000	
Kolarus,	"	50,000	
Irnee,	"	20,000	
Kearah,	"	7,000	
Terait,	"	7,000	
Oochar Bubraolee,	"	15,000	
Eawur, Chupar, and Badaoon,	"	1,500	
Village Kooneru,	"	3,000	
Talook Alkee Beelhree,	"	2,500	
Chergawun,	"	6,000	
Ranaghur and Kergawun,	"	6,000	
Mokuree,	"	10,000	
Booshera,	"	2,000	
Gurwae,	"	7,000	
Lamrut Berutch,	"	7,000	
Village Gatta Budoura,	"	4,000	
Derut,	"	5,000	
Talook Talood,	"	10,000	
Roomalee Burwa Sagur,	"	10,000	
Sesye,	"	10,000	
Talook Doan Berye,	"	10,000	
Bangpoone,	"	4,000	
Pergunnah Mamohunee,	"	25,000	
Rupees		9,41,700	

Article 4.

Rajah Umbajee shall not entertain in his service, or, in any manner, give admission to any English or French subjects, ■ any other person from among the inhabitants of Europe, without the consent of the English government.

Article 5.

Rajah Umbajee, during the period of this, ■ any future war, which may take place with the enemies of the British government, in the vicinity of his possessions, shall join the Company's army with the whole of his troops; and in

GOHUD.

this event, although the Rajah retains the sole command of his own army, he agrees to act in the war agreeably to the advice and counsel of the Commander of the Company's troops.

Article 6.

Whereas in consequence of the third article of the present treaty, the Honourable Company becomes guarantee to Rajah Umbajee, for the security of his country against external enemies, Raja Umbajee hereby agrees, that if any misunderstanding should arise between him and any other State, the Rajah will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Rajah Umbajee may demand aid from the Company's government. In the event above stated in this article, it will be granted; and Rajah Umbajee agreee to take upon himself the charge of the expence of such aid, at the same rate as has been settled with the other chieftains of Hindostan.

Article 7.

The guns, ammunition, and military stores, now in the Forts, to be delivered over to the Honourable Company, shall be considered the property of the Honourable Company. Rajah Umbajee is, at the same time, empowered to carry off whatever money, grain, or property, of any other description than that above-mentioned, which may be in the Forts, and no interruption shall be given on the part of the Company's Officers, to his so doing.

Article 8.

The Honourable Company agree, that Rajah Umbajee, whenever he may make a request to that purpose, shall be allowed to reside with his relations and family and property, in whatever place, within the Company's dominions, he may choose, without any molestation on the part of the Company's government.

Article 9.

In the event of a peace being concluded between the Honourable Company and the Mahratta States, the Honourable Company shall consider Rajah Umbajee included in the treaty as an ally of the Company.

Article 10.

If any enemy of both the parties should invade the country of Umbajee, and the English army act in concert with the troops of Rajah Umbajee in expelling the enemy, in this case the Rajah Umbajee shall not be liable to any expence on account of the Honourable Company's troops.

The above treaty, comprised in ten articles, has been duly concluded and confirmed, under the seal and signature of His Excellency General Gerard Lake, at Surhindie, in the Soubah of Ukkurabad, on the 16th day of December 1803 of the Christian Era, corresponding with the 1st Ramzan, 1218 Hegira, and with the 2d of Poos Soodee, 1860 Sumbut, and under the seal and signature of Rajah Umbajee Rao Englah, at —, on the 16th day of December 1803 of the Christian Era, corresponding with the — of — 1818 Hegira, and with the — of — 1860 Sumbut. When a treaty, containing the above ten articles, shall be delivered to Rajah Umbajee Rao Englah, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor General in Council, the present treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

(True copy)

(Signed) G. MERCER,
Agent Governor General.

Ratified on the 15th January, 1804.

On the conclusion of the above Treaty, a force was sent under Colonel White to receive possession of the Fortress of Gwalior, but the Commandant refused to surrender it in conformity with the Treaty with Ambajee. The Treaty ~~was~~ thus rendered null and void. It was subsequently discovered that Ambajee had acted treacherously throughout the transaction. The Gwalior Fortress was, however, attacked and taken by Colonel White.

In July 1803, negotiations were opened with the Rana of Gohud to obtain his co-operation against the Mahrattas, and on the 17th and 29th January 1804, the following Treaty was concluded:

No. CLXXV.

TREATY with the RANAH of GOHUD, 1804.

Treaty of Amity and Alliance, between the Honourable the East India Company and Maha Raj Seway Ranah Kerrut Sing Luckinder Behauder, providing for the guarantee, on the part of the Honourable Company, of the country of Gohud, and others, to be held by Maha Raj Ranah in Sovereignty, and for the payment, on the part of the Maha Raj Ranah, of a subsidiary force from the Honourable Company; concluded by His Excellency General Gerard Lake, Commander in Chief of the British forces in India, in virtue of authority vested in him for that purpose by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Captain General, and Commander in Chief of all the land force, serving in the British possessions in India, and Governor General in Council at Fort William in Bengal, on the part of the Honourable Company, and by Maha Raj Seway, Ranah Kerrut Sing Behauder, for himself, his heirs, and successors.

Article 1.

A permanent friendship and alliance is established between the Honourable Company and Maha Raj Ranah Kerrut Sing Behauder, and between their heirs and successors. In conformity to the friendship established, the friends and enemies of one party shall be the friends and enemies of both.

Article 2.

The Honourable the East India Company hereby agree to establish Maha Raj Ranah Kerrut Sing in the sovereignty of his hereditary countries of Gohud, and the undermentioned districts to be possessed by him, his heirs, and successors, free from all deductions, under the guarantee of the Honourable Company:

Gwalior Khas.
Antree and others, 5 Muhuls

Antree.

Chummuck.

Powan.

Salbye and Chunour.

Ulluhpore.

Summoulee.

Puharghur and others, composing Talook
Suhurwarree.

Talook Jetwur.

Pergunnah Buide, with its Talooks.

Pergunnah Phomp.

Talook Oomree.

—— Ballawa.

—— Jugnee.

Seroy Choolah.

Doondree.

Ahnoun.

Noorabad.

Attowra.

Bahadurpore.

Balluittee.

Curwas.

Hawellee Gohud.

Behut.

Talook Sookulharree.

—— Amaun.

Inderkee.

Bhandere.

Nhodah,

Lahar and others forming

Zillah Katch Wakar.

Goojirra.

Kuttoulee.

Lawan Kalan.

Pergunnah Moh.

—— Ratwa.

Talook Deoghur.

{ Lahar,
Rampoom.
Kuksees.
Kuthoonuda.
Baksa.
Gopalpoom.

Article 3.

Three battalions of the Honourable Company's sepoy's shall be permanently stationed with Maha Raj Ranah for the protection of his country, the expences of which shall be regularly paid by Maha Raj Ranah to the Honourable Company, every month, at the monthly rate of twenty-five thousand Lucknow sicca rupees,

GOHUD.

or rupees of the same standard value, for each battalion, amounting to the monthly sum of seventy-five thousand rupees, or nine lacks of rupees annually. In the event of a failure on the part of the Maha Raj Ranah, in the regular monthly payment of the expences of the battalions, the Honourable Company's government retains to itself the right of appointing a person to superintend the collection of the above amount from the country.

Article 4.

Maha Raj Ranah agrees, that the possession of the Fortress and city of Gwalior shall be permanently vested in the Honourable Company's government, and that it shall be at the option of the government to station the Honourable Company's troops in whichever of the other Forts or places of strength in the Ranah's country, and at whatever time the government may deem expedient, with the exception of Gohud; and to level such Forts and places of strength in the Ranah's country, with the exception of Gohud, to the government may appear advisable.

Article 5.

The Honourable Company shall not demand any tribute from the country delivered over to Maha Raj Ranah Kerrut Sing.

Article 6.

In the event of any enemy of the Honourable Company evincing a disposition to attack the countries lately taken possession of by the Honourable Company in Hindostan, Maha Raj Ranah agrees to send the whole of his forces to their assistances, and to exert himself to the utmost of his power to repel the enemy, and to omit no opportunity of proving his friendship and attachment.

Article 7.

As by the second article of the present treaty, the Honourable Company becomes guarantee to Maha Raj Ranah, for the security of his country against external enemies, Maha Raj Ranah hereby agrees, that if any misunderstanding should arise between him and the circar of any other chieftain, Maha Raj Ranah will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Raj Ranah may employ the Honourable Company's troops, stationed for the protection of his country, against the opposite party.

Article 8.

Although Maha Raj Ranah retains the exclusive command of his own army, yet he hereby agrees to act, during the period of a war, in conformity to the advice and counsel of the Commander of the Company's troops.

Article 9.

Maha Raj Ranah shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other persons from amongst the inhabitants of Europe, without the consent of the British government.

The above treaty, comprised in nine articles, has been duly concluded and confirmed, under the seal and signature of His Excellency General Gerard Lake, at Beulah, on the 17th day of January, 1804, of the Christian Æra, corresponding with the 3rd of Sowall, 1218 Hegira, and with the 20th of Maugh, 1816 Sumbut, and under the seal and signature of Maha Raj Seway Ranah Keerut Sing Luckinder Behauder, at Gwalior, on the 29th day of January, 1804, of the Christian Æra, corresponding with the 15th of Sowall, 1218 Hegira, and with the 3rd Phagoon, 1860 Summutt. When a treaty, containing the above nine articles shall be delivered to Maha Raja Seway Ranah Keerut Sing

Luckinder Behauder, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor General in Council, the present treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

GOHUD.

Govr. Genl's
Small Seal.

Rana's
Seal.

Ratified 7th March, 1804.

Dowlut Rao Scindiah raised some doubt as to the right acquired to Gohud and Gwalior under the 9th Article of the Treaty of Surjee Anjengaum.

This question was, however, finally disposed of by the Treaty of 1805, (No. 167.) exchanging Gwalior and Gohud for Dholepore, Baree, and ajekera, which were given to the Rana of Gohud, now styled Rana of Dholepore, under the following Treaty:

No. CLXXVI.

TREATY with the RANAH of GOHUD, 1806.

DHOLEPORE.

Treaty between the Honourable the English East India Company and Maha Rajah Seway Ranah Keerut Sing Luckinder Behauder, providing for the relinquishment to the Honourable Company of the country and Fort of Gohud and others, on the part of Ranah Keerut Sing, and for the investiture, on the part of the Honourable Company, of Ranah Keerut Sing, in the sovereignty of the districts of Dholepore, Baree, and Rajekerah, concluded by Mr. Græme Mercer, in virtue of authority vested in him for that purpose by the Honourable Sir George Hilario Barlow, Baronet, Governor General of all the British possessions in the East Indies, on the part of the Honourable Company, and by Maha Rajah Seway Ranah Keerut Sing Luckinder Behauder, for himself, his heirs and successors.

Article 1.

Whereas, a treaty of amity and alliance was concluded on the 29th day of January, 1804, corresponding with the 15th day of Sowall, 1218 Hegira, and with the 3d Phagoon, 1860 Summut, between the Honourable the English East India Company and Maha Rajah Ranah Keerut Singh, providing for mutual advantages to be derived by the contracting parties; and whereas, from the inability of Maha Rajah Ranah to settle the country of Gohud and others, and to fulfil the engagements therein entered into with the Honourable Company, for the payment of the subsidiary force of the Honourable Company's troops, the advantages proposed for both the contracting parties have entirely failed, the Honourable the English East India Company and Maha Rajah Keerut Sing hereby agree, that the treaty above-mentioned shall be considered null and void.

Article 2.

Maha Rajah Ranah hereby agrees to relinquish the possession of the country and Fort of Gohud, and of the other districts guaranteed to him by the former treaty, to the officers of the British government, to be disposed of as may appear expedient to the Honourable Company.

Article 3.

The Honourable Company from the consideration that the failure in the stipulations of the former treaty, on the part of Maha Rajah Ranah has arisen from inability and want of means, is inclined to grant to Maha Rajah Ranah an adequate provision, and hereby agrees that the districts of Dholepore, Baree, and Rajekerah agreeably to a separate Schedule, containing a detailed statement of the villages which compose these districts, shall be delivered over to Maha Rajah Ranah, in sovereignty to him, his heirs and successors. Maha Rajah

DHOLEPORE. Ranah, on his part agrees, that he will not enter into any disputes with the possessors of the neighbouring districts, respecting the ancient boundaries of these pergunnahs, of which the extent shall remain the same as before the Ranah took possession of them.

Article 4.

As by the third article of the present treaty the districts of Dholepore, Baree, and Rajekeerah, have, in conformity to the request of Maha Rajah Ranah, been granted to him in sovereignty, and will remain exempt from all orders of the adawlut, or other demands of the Honourable Company, Maha Rajah Ranah hereby agrees to take upon himself the responsibility of adjusting all disputes which may arise, either external or internal, and no responsibility for assistance or protection remains with the Honourable Company.

The above treaty, comprised in four articles, framed in conformity to the articles agreed upon by the contracting parties at Gwalior, on the 19th December, 1805, corresponding with the 28th of Ranzaun, 1220 Hegira, and with the 14th of Poos 1862 Summut, has been duly concluded, under the seals and signatures of Mr. Græme Mercer and of Maha Rajah Ranah Keerut Sing, in the vicinity of Agra, on the 10th day of January, 1806, corresponding with 19th of Sowall, 1220 Hegira, and with the 6th of Maug, 1862 Summut, and delivered to the parties respectively.

When a treaty, containing the above four articles, shall be delivered to Maha Rajah Ranah Keerut Sing, under the seal and signature of the Honourable the Governor General in Council, the present treaty, under the seal and signature of Mr. Græme Mercer shall be returned.

The
Ranah's
Seal.

This treaty was ratified by the Honourable the Governor General in Council the 8th March, 1806.

The
Company's
Seal.

(Signed) G. H. BARLOW.
" G. UDNY.
" J. LUMSDEN.

A Detail of the Villages attached to the Pergunnahs of Dholepore, Baree and Rajekeerah, as delivered over in sovereignty to Maha Rajah Ranah Keerut Sing.
Pergunnah Dholepore.

Dholepore, 2 villages.	Bagherutpoora.
Ackberpoor.	Bishnouda, 3 villages.
Maleepoora.	Bawunteepoora.
Shukhopoora Serai Mulik, 2 villages.	Bussee Bheilgowa.
Mohabat Nuggur.	Bheilgawa.
Oodeipoor.	Tukawlee, 2 villages.
Heidulpoor, 2 villages.	Poorainee Selimpoor, 2 villages.
Oodhanpoor.	Putchgawah, 5 villages.
Atrawlee.	Putrora Buzoorg.
Hindrawlee.	Patrora Khoord.
Ooreila.	Jahkee.
Allahpoora.	Jugreapoora.
Bugpoora.	Jehanpoor Titka, 2 villages.
Bugchowlee.	Jerowlee.
Beelpoor Lodha.	Cheekora Buzoorg.
Bahaderpoor.	Cheekora Khoord.
Beisanah.	Chandpoor.
Bhojipoor.	Takirpoor.
Busee Sawunta.	Doongurpoor, 2 villages.
Busee Laloo, 3 villages.	Doweira.
Barounda, 5 villages.	Dhoulie Dowltabad, 2 villages.

DHOLEPORE.

Dheemoree, 2 villages.	Nirpoora.
Ajoura, 2 villages.	Nusseerpoora.
Raceina.	Nughladanee.
Soorajpoora.	Neeaong.
Selimpoor.	Hurnoda.
Surkun Kheira, 2 villages.	Kheilee Kurga.
Serance Shahpoor, 2 villages.	Jageepoora.
Sultanpoor.	Daun, Ferashpoora.
Sumoula Samoolee, 2 villages.	Gondpoor.
Sanceyoor.	Ticketpoor, 2 villages.
Sunkhaoulee.	Burkhera Coomree, 3 villages.
Suhujpoor Jorpoor, 2 villages.	Moraisee.
Shekhopoor Goojer.	Andwa.
Sundapoor, 2 villages.	Khorea Kera.
Sandeh Secunderpoor, 3 villages.	Bukspoor.
Sadikpoor.	Jeelpoora.
Toor Daneal, 2 villages.	Khomra.
Amberpoor Damanpoor.	Mahamudpoor.
Ferozepoor, 3 villages.	Mundy.
Firakhpoor.	Pooraineer Kerka.
Cazeepoora.	Bhamrowlee, 3 villages.
Cassimpoor, 2 villages.	Thekra.
Khera.	Sahunpoor.
Curruckpoor.	Kheind.
Gurree Shadeera, 2 villages.	Bussee Neeb.
Lalipoor.	Bitchea Buzoorg, 2 villages.
Mirzapoor.	Sundea Keira.
Mullickpoor, 2 villages.	Kookpoor.
Mirzapoor Goojir.	Neibee.
Maraina.	Goorbapoor.
Mahomedpoor Barrah, 5 villages.	Morowlee.
Murha Baloo, 3 villages.	Nugla Morowlee.
Mulloapoor.	Total Villages 154.

District of Kolaree.

Kolaree, 2 villages.	Shaesteh Nuggur.
Ajeipoor.	Kurreempoora Busateepoor, 2 villages.
Omrara, 3 villages.	Kanasul.
Bhudsona.	Kurruckpoor.
Buradhunoo, 2 villages.	Koolpoora.
Bhurawuttee.	Keimara.
Pureewa, 2 villages.	Malonnee, 4 villages.
Pepcherera.	Nudhera Buzoorg.
Putheena.	Mandpoor.
Phoolpoor.	Moosulpoor.
Thuree.	Mulkanpoor.
Pekuree.	Nugla Kurruckpoor.
Jugreeapoor.	Naickpoor.
Choorakhera.	Nudhera Khoord, 2 villages.
Chitoura.	Nowrungabad.
Sukwareh Rawutpoora, 2 villages.	Burkhera.
Sursa Durrumpoor Kulleanpoor,	Nugla Tickoulee.
3 villages.	Gurree Chareila, 2 villages.
Kompere.	Total Villages 50.

District of Moneah.

Larumpoor.	Burawut.
Mooneah Larumpoor, 3 villages.	Buzeehowlee.
Beperpoor.	Beraimoree, 2 villages.
Bibulpoor.	Berai Suckerwar.
Burragong.	Bodhpoor.

DHOLEPORE. Bechoula, 3 villages.
 Bhanpore.
 Boondea.
 Phoolpoor.
 Puttee.
 Tandah.
 Jelalpoor.
 Jatowlee.
 Jerah.
 Chuprowlee, 2 villages.
 Dobattee.
 Doolara.
 Diaree.
 Dundowlee.
 Lurroopoor.
 Narowlee.

Sunjrowlee.
 Surkowlee.
 Shuckutpoor, 2 villages.
 Seahpoor.
 Koorsunda, 2 villages.
 Koth.
 Kotai.
 Keerlee Pursounda, 2 villages.
 Soharee, 2 villages.
 Mangroul.
 Mooggurwara.
 Marha Buzoorg.
 Mahoree, 2 villages.
 Hunnootee Goojer.

Total villages 50.

A list of desolate Villages attached to Dholepore, according to the Lists of the Canoongo, from which no collections were made in the year 1212 Fuslee.

Hewura, jaghire of Peerzadehs. Gowar, ditto of Balmokind Misser.
 Deryapoor, ditto of Asawlut Khan, Behareepoor, ditto of a Byrage.
 Affghan.
 Bysack, ditto of Mookund Misser.

Total Jaghires 5.

Koornuggur.
 Juloopoor.
 Goreipoor.
 Burpoor Bazdoran.
 Burreepoor.
 Bechoula.
 Doongerpoor.
 Selimpoor.
 Baree.
 Syrone.
 Putpooree.
 Kotia.
 Rajai Khoord.
 Rajai Buzoorg.
 Cuderna.
 Banoulee Mahomedpoor.
 Bussee Dang.
 Bussee Khomb.
 Mahomedpoor.

Kotta.
 Rodeira.
 Bussee Jalier.
 Kooa Khera.
 Bussee Ghose.
 Lutcowlee
 Gorha.
 Keirlee.
 Sooksonee.
 Sookpoora.
 Karokheit.
 Manpoor Ahungaran.
 Manpoor Sheshehgaram.
 Batee.
 Goordha.
 Toorkijha.
 Chachooghur.

Total Villages, 36.

Grand Total Villages in pergunnah Dholepoor 290.

Pergunnah Baree.

Baree Khass, 4 villages.
 Ekta.
 Deenpoor.
 Suttanpoor.
 Adimpoor.
 Hymutpoor.
 Oomsee Shehkarpoor, 2 villages
 Budreila.
 Bhureilee.
 Koombre.
 Bijowlee, 3 villages.
 Berja Budespoor Daroun.
 Toantree.
 Peproun, 4 villages.
 Poora Madaree.
 Nuckeepoor.

Cunchunpoor, 4 villages.
 Mahrajpoor, 2 villages.
 Soneipoor.
 Goronda.
 Khanpoor Goojir.
 Khanpoor Mahomedpoor.
 Meer, 2 villages.
 Despoora.
 Dhorpir, 4 villages.
 Dhoorwas.
 Nugla Gullowlee.
 Nugla Badoura, 2 villages.
 Mowa Khera, 2 villages.
 Dhanwaree, 2 villages.
 Bhewae.
 Rheittee.

Ruttunpoor, 3 villages. •
 Rampoor.
 Sohan.
 Selimpoor, 6 villages.
 Dowlut Serai.
 Tamoulee.
 Hansahi, ■ villages.
 Kankrey.
 Jumhora.
 Berhar Bumunpoor, 2 villages.
 Kurreeyma.
 Nuksoond.
 Mamodhun, 2 villages.
 Gohamani.
 Allapoor Nijampoor, 2 villages.
 Sunkouree.
 Dadoor.
 Allyghur.
 Puglee.
 Jemalpoor.
 Hoossainpoor, 2 villages.
 Danowra.
 Rozapoor.
 Omree.
 Kohela.
 Munsoora, 2 villages.
 Morai.
 Ruperspoor.
 Suleemabad.
 Sonoura, 4 villages.
 Kasoutti Khera.
 Kheirlee.
 Cooncootta.
 Gotakhor.
 Nundrowlee, 2 villages.

Nidhara •
 Nanoulee Sookha.
 Nanoulee Nundha.
 Noorha.
 Nuneira Perthee Sing.
 Sewursappose, 3 villages.
 Kakowlee, 3 villages.
 Suckroda Khera, 3 villages.
 Cookra Makhra, 2 villages.
 Neeb Kheira.
 Bussee Moollee.
 Seemroullee.
 Sangowree.
 Angahi, 3 villages.
 Doongrindee.
 Laloutree.
 Poee.
 Pooryzindeh.
 Bansree, 2 villages.
 Turwa.
 Sahindee, 6 villages.
 Surantee, 3 villages.
 Ghounree.
 Dhounspore, 2 villages.
 Cassimpoor Kusooah, 2 villages.
 Sagaur.
 Rehal.
 Anlatee, 2 villages.
 Taalookeh Sermuttra, 19 villages.
 Billonneh, 2 villages.
 Rejorinee, 2 villages.
 Purbainee.
 Uttersooma.

• Total Villages 176.

District of Busaree.

Busoree Khas Turf.
 Bhoosa, 7 villages
 Moharee.
 Hudun.
 Bhagtul.
 Moonduk.
 Pattra.
 Rampoor.
 Samoulee.
 Berai Barout.

• Naneeree Chundoo.
 Palee.
 Kundawra.
 Jaruk.
 Mei.
 Bharlee, 2 villages.
 Kusoha.
 Hungota, 2 villages.

Total Villages 25.

District of Jupowlee.

Jupowlee Khas, 6 villages.
 Afzulpoor.
 Arwa.
 Bilownee.
 Redawolee.
 Juggowda Ghurree.
 Jehanpoor Weiran.
 Cootubpoor.

Lalounee.
 Luckeepoor.
 Mihrolee.
 Morawlee.
 Moobarickpoor.
 Nugla Dholekha.

Total Villages 19.

District of Pepperhutt.

Pepperhutt Khas, 2 villages,
 Rankhutt.
 Goorgaha.
 Bhur Koojra.
 Noorpoor.

Bhuround.
 Nandunpoor.
 Bhuroun.
 Peper Khodamir.

Total Villages 10.

DHOLEPORE.*District of Seypow.*

Seypow Khas, 4 villages.
 Tusgoon.
 Peprawa, 5 villages.
 Nugla Jugta.
 Aree.
 Coolwa.

Nounera Rawut.
 Hajeypoor.
 Sunra.
 Rujora Kulan.
 Rujora Khoord, 3 villages.

Total Villages 20.

District of Bussee.

Bussee Khas, 4 villages.
 Buderka.
 Jarowlee.
 Deonaree.
 Rajpoor.
 Sungora.

Malounee.
 Jumalpoor.
 Suykunna Khoreeda, 3 villages.
 Catree, 3 villages.
 Golee.

Total Villages 18.

District of Suckra.

Suckra Turf Nahar.
 Rawut, 10 villages.
 Doojunpoora.
 Arouda Puttee Turf Chobda.

Suckra Turf Surbjeeth.
 Suckra Turf Sookjeeta.

Total Villages 14.

A list of desolate Villages attached to the pergunnah of Baree according to the list of the Canoongo, from which no collections were made in the year 1212, Fuslee.

Junpoora.
 Mirzapoor.
 Oliassa.
 Bisonda.
 Jeroree.
 Sumerdha.
 Zumboora Buzoorg.
 Aitimadpoor.
 Bunwa.
 Joojowlee.

Fureedpoor.
 Mehmapoor.
 Goonjpoora.
 Goonjrounda.
 Hassai.
 Cassai.
 Nunah Saleh.
 Sumhola.
 Bozeedpoor.

Total Villages, 19.

Grand Total Villages in pergunnah Baree, 301.

Pergunnah Raja Cerah.

Kusbeh Turf Joora, 2 villages 7 biswas.
 Kusbeh Turf Mudwar, 13 biswas.
 Joonawud Suckroda, 2 villages.
 Deogur, 2 villages.
 Baburpoor.
 Sunkowlee Kulan.
 Nareila, 3 villages.
 Bagwonpoor.
 Judapoor Jarra, 3 villages 5 biswas.
 Jeetpoor.
 Condla.
 Hutwaree, 11 villages 10 biswas.
 Maroulee, 2 villages 10 biswas.
 Nagur.
 Daggee.
 Bidar.
 Carrealpoor.
 Backpowla Matowlee, 2 villages.
 Khanpoor.
 Shekhpoor.
 Soonmullee.

Neemdanda.
 Garroopoora.
 Doongerpoor.
 Bajmah Waghyreh, 11 villages 15 biswas.
 Guneidee.
 Bussee Turf Kublall, 1 village 10 biswas.
 Zameen Bahadurpoor.
 Bussee Narain and Ajibe Singh, 2 villages 10 biswas.
 Buchporee.
 Pulwa.
 Bursla.
 Deyra.
 Paharee.
 Poorae Dummee.
 Kareeapoor Radhai, 2 villages.
 Gurrateh.
 Ghurree Jafeh, 2 villages.
 Grand Total Villages in pergunnah Raja Cerah, 64.

NAGPORE.

NAGPORE.

Parsojee was the founder of the family of the Bhoosla Rajas of Berar. He commenced his career as a private horseman, but soon rose to distinction.

He was among the first to rally around the standard of Raja Saho, on his liberation by the Moguls. In reward of his services on this occasion, Saho invested Parsojee with the right of collecting the Mahratta dues in the province of Berar.

Parsojee was succeeded by his cousin, Ragojee, who was a favorite of Raja Saho, with whom he was connected by marriage. On the demise of Bajee Rao in 1740, Ragojee in concert with the Guickwar, made an unsuccessful opposition to his son, Balajee's succession. When Balajee had secured his own power as Peishwa, he proceeded into Hindostan in order to check Ragojee's encroachments to the north of the Nerbudda, and to obtain from the Court of Delhi a confirmation of the grant of Malwa. In the mean time Ragojee's troops, under Basker Pundit, were ravaging Bengal, the Soubadar of which, Ali Verdi Khan, besought the Emperor for aid which he was unable to give. In this difficulty the Emperor confirmed the Nizam Asoph Jah's grant of Malwa to the Mahrattas, on condition that the Peishwa would expel Ragojee from Bengal. Balajee accordingly marched into Bengal, defeated and expelled Ragojee from the province.

Ragojee took advantage of the Peishwa's absence to form a confederacy against his power with the Guickwar. With this view he made a rapid march towards Poona. In order to withdraw Ragojee from this confederacy the Peishwa conceded to him the right of levying the *chout* in all Bengal and Behar.

Basker Pundit was again sent into Bengal; his operations in the field were successful; but he was inveigled into an interview with Ali Verdi and murdered. Ragojee invaded Bengal again, during a revolt of the Affghans under Mustafa Khan, in 1751, and compelled Ali Verdi to cede to him Cuttack, and enter into an engagement to pay 12 lacs of rupees annually, as the *chout* of Bengal.

Ragojee died in 1755, and was succeeded by his eldest son, Janojee, who died without issue in 1772, after having adopted his nephew, Ragojee, as his successor, leaving his widow as Regent during the youth's minority, assisted by his brother Sabajee. Madajee, the father of the young Raja, was dissatisfied with this arrangement, by which he was excluded from power, and exerted every effort to subvert it. In 1775, a battle was fought between the two brothers, towards the close of which Sabajee was killed by his brother, Madajee, who then assumed the Regency.

In the struggle for the Peishwaship which took place in 1778, Madajee was supposed to favour the claims of Ragoba. He however, took no active part in the contest. He appears to have facilitated the march of Colonel Goddard's detachment through his dominions; but the endeavours of the British government to form a definite alliance with him, and to negotiate peace with the rest of the Mahrattas through his mediation, proved ineffectual.

Upon the death of Madajee in 1788, the uncontrolled conduct of the government devolved on Ragojee, who was summoned by the Peishwa to join with his contingent in the war with Tippoo in 1790; but not being in a condition to engage in external war, Ragojee paid 10 lacs of rupees for an exemption.

In 1803 Ragojee joined Scindiah in the war with the British government consequent on the treaty of Bassein. His military power rapidly reduced by General Wellesley, and he anticipated his confederate, Scindiah, in suing for peace, which was established by the following Treaty:

No. CLXXVII.

TREATY of Peace and Friendship with the RAJAH of BERAR 1803.

Treaty of Peace between the Honourable English East India Company and their allies, on the one part, and Senah Saheb Soubah Ragojee Bhonslah, on the other; settled by Major-General the Honourable Arthur Wellesley, on the part of the Honourable Company and their allies, and by Jeswunt Rao Ramchandur, on the part of Senah Saheb Soubah Ragojee Bhonslah, who have each communicated to the other their full powers.

Article 1.

There shall be perpetual peace and friendship between the Honourable Company and their allies, on the one part, and Senah Saheb Soubah Ragojee Bhonslah, on the other.

Article 2.

Senah Saheb Soubah Ragojee Bhonslah cedes to the Honourable Company and their allies in perpetual sovereignty the province of Cuttack, including the port and district of Balasore.

Article 3.

He likewise cedes to the Honourable Company and their allies, in perpetual sovereignty, all the territories of which he has collected the revenues, in participation with the Soubah of the Deccan, and those of which he may have possession; which are to the westward of the river Wurhad.

Article 4.

It is agreed, that the frontier of Senah Saheb Soubah, towards the territories of His Highness the Soubah of the Deccan, shall be formed, to the west, by the river Wurdah, from its issue from the Injardy hills to its junction with the Godavery. The hills on which are the Forts of Nernullah and Gawilghur are to be in the possession of Senah Saheb Soubah, and everything south of those hills, and to the west of the river Wurdah, is to belong to the British government and their allies.

Article 5.

Districts amounting to four lacks of rupees per annum, contiguous to, and to the south of the Forts of Nernullah and Gawilghur, are to be given over to Senah Saheb Soubah. Those districts are to be fixed upon by Major-General Wellesley, and delivered over to Senah Saheb Soubah at the same time with the Forts.

Article 6.

Senah Saheb Soubah, for himself, his heirs, and successors, entirely renounces all claims, of every description, on the territories of the British government and their allies, ceded by the second, third, and fourth articles, and on all the territories of His Highness the Soubah of the Deccan.

Article 7.

The Honourable Company engage, that they will mediate and arbitrate according to the principles of justice, any disputes or differences that may now exist, or may hereafter arise, between the Honourable Company's allies, Secunder Jah Behauder, his heirs and successors, and Rao Pundit Purdhan, his heirs and successors respectively and Senah Saheb Soubah.

Article 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchman or the subject of any other European or American power, the government of which may be at war with the British government, or any British subject, whether European or Indian, without the consent of the British government. The Honourable Company engage, on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah, who may fly from, or rebel against his authority.

Article 9.

In order to secure and improve the relations of amity and peace hereby established between the governments, it is agreed that accredited ministers from each, shall reside at the Court of the other.

Article 10.

Certain treaties have been made by the British government with feudatories of Senah Saheb Soubah; these treaties are to be confirmed. Lists of the persons with whom such treaties have been made will be given to Senah Saheb Soubah, when this treaty will be ratified by His Excellency the Governor-General in Council.

Article 11.

Senah Saheb Soubah hereby renounces, for himself, his heirs, and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindiah and other Mahratta chiefs, to attack the Honourable Company and their allies. He engages not to assist those chiefs, if the war with them should still continue.

Article 12.

NAGPORE.

This treaty of peace is to be ratified by Senah Saheb Soubah within eight days from this time, and the ratification is to be delivered to Major-General Wellesley; at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major-General Wellesley engages, that the treaty shall be ratified by his Excellency the Most Noble the Governor-General in Council, and that the ratification shall be delivered in two months from this date.

Done in camp, at Deogaum, this 17th December, 1803, answering to the 2d Ramzaun 1213, Fuseelee.

The Governor-
General's
Small Seal.

(Signed)

ARTHUR WELLESLEY.

Major-General.

JESWUNT RAO RAMCHUNDER,
on the part of Senah Saheb Soubah.

The
Company's
Seal.

(Signed)

WELLESLEY.

G. H. BARLOW.

G. UDNY.

Ratified by His Excellency the Most Noble the Governor-General in Council, at Fort William, the 9th January, 1804.

(Signed)

J. LUMSDEN,

Chief Secy. to Govt.

Seal of the
Soubah of the
Deccan.

Ratified by the annexed seal and signature of His Highness the Soubah of the Deccan in the City of Hyderabad, this 28th day of April A.D., 1804, on 17th Mohurram, 1219, in my presence, as witness my hand.

(Signed)

J. A. KIRKPATRICK,

Resident.

Ratified by the Peishwa, on the 14th May, 1804.

With the view of, in some degree at least, reconciling the Raja of Berar to the losses he had sustained under the foregoing Treaty, and of conciliating his friendship, the provinces of Sumbulpore and Patna were restored to him.

No. CLXXVII.

ENGAGEMENT with the RAJAH of BERAR, 1806.

Translation of an Engagement for the restitution of the Provinces of Sumbulpore and Patna, by the British government, to Rajah Ragojee Bhoslah Seina Saheb Soobah Behauder, dated the 24th August, 1806, corresponding with the 9th of Jemaudee-ool-Saunee, 1221 Hegira.

Adverting to the relations of harmony and friendship subsisting between the British government and Maha Rajah Ragojee Bhoslah, the Honourable Sir George Hilario Barlow, Baronet, Governor-General, agrees to restore to Maha Rajah Ragojee Bhoslah all the territory of Sumbulpore and Patna, which was ceded by the Maha Rajah to the Honourable English Company, with the exception of the territory of Rajah Joojar Sing, according to the following Schedule.

NAGPORE.

The British government hereby renounces all future claims, whatsoever, to the undermentioned pergunnahs. The Maha Rajah shall possess the same degree of sovereignty over them, as he possesses over the rest of his dominions.

SCHEDULE.

*Names of the Pergunnahs of
Sumbulpore.*

Sumbulpore,
Sonepoor.
Sawrungurh.
Burgurh.
Suktee.
Serakole.
Benvia.
Bonee.
Kautickpore.

Names of the Pergunnahs of Patna.

Patna.
Khas Patna.
Nawagurh.
Ghureeland.
Tonagur.
Borasambre.

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions.

The Maha Rajah, on his part, hereby renounces all future claims to the territory of Rajah Joojar Sing; and further engages, never to make any pecuniary demand on that territory, or to exercise any authority over it.

If at any time Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maha Rajah Ragojee Bhoslah, or enter into any collusion with the zemindars of the Maha Rajah's territory, for the purpose of making war upon the Maha Rajah, the Maha Rajah shall report the same to the Honourable the Governor-General in Council, who will duly enquire into the circumstances of the case; and if such acts should be found against Rajah Joojar Sing, his country shall be separated from the British dominions, and the Maha Rajah shall be at liberty, with the consent of the British government, to march his troops against the said Rajah Joojar Sing.

The Governor-General will not, in any manner, encourage or afford him protection.

On the other hand, the Maha Rajah and his officers shall not, without the consent of the British government, make war, in any manner, upon Rajah Joojar Sing, or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maha Rajah, in the same manner, as Sumbulpore and Patna.

It is hereby agreed, that a copy of this treaty, ratified by the Governor-General in Council, shall be transmitted from Fort William, in the space of two months and eleven days from this date.

{ Seal and signature of }
{ the Rajah of Berar. }

Ratified by the Governor-General in Council on the 2d of October, 1806.



(Signed) G. H. BARLOW.
" G. UDNY.
" J. LUMSDEN.

The British government had long desired to form a closer alliance with the Nagpore State, but had refrained from pressing the measure, on account of Ragojee's known aversion to it. In 1816 he died, and was succeeded by Parsojee, who was incompetent to conduct the government which had devolved upon him. The next heir to the succession was Madajee Bhoosla, commonly called Appa Sahib, who was vested by the young Raja with the conduct of public affairs. Knowing the wishes of the British government, and anxious to secure its countenance and support, Appa Sahib made overtures for defensive alliance, and the subjoined Treaty was accordingly concluded:

TREATY of DEFENSIVE ALLIANCE with the RAJAH of BERAR, dated 27th May, 1816.

Treaty of perpetual Defensive Alliance between the Honourable English East India Company and His Highness Maha Rajah Pursojee Bhoslah, his heirs and successors; settled with Rajah Moodhojee Bhoslah, exercising with plenary powers all the functions of the government, on behalf of the said Maha Rajah; by Richard Jenkins, Esquire, Resident at the Court of His Highness, by virtue of the powers delegated to him by the Right Honourable Francis, Earl of Moira, K.G., one of His Britannic Majesty's Most Honourable Privy Council, Governor-General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company, to direct and control their affairs in the East Indies.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time, between the Honourable English East India Company and the State of Nagpore, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, and to the security of their rights and territories, and those of their allies and dependents, to enter into a defensive alliance, on the terms specified in the undermentioned articles.

Article 1.

The peace, union and friendship so long subsisting between the two States shall be promoted and increased by this treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree, that all the former treaties and agreements between the two States, now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

Article 2.

If any power or state whatever shall commit any act of unprovoked hostility or aggression against Maha Rajah Pursojee Bhoslah, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this agreement, the Governor General in Council, in behalf of the Honourable Company, hereby declares, that the British government will never permit any power or state whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maha Rajah Pursojee Bhoslah, but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honourable Company are now maintained and defended.

Article 3.

In conformity to the spirit of complete alliance and identity of interests established by the provisions of the preceding articles, and in return for the obligation which the British government has thereby imposed upon itself, to protect and defend the State of Nagpore against all enemies; the Maha Rajah agrees, not only to employ the utmost effort of his military power and resources, in conjunction with those of the British government, for the purpose of assisting to repel acts of hostility or aggression directed against the State of Nagpore, but also to consider the forces and resources of his government, to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, their Highnesses the Nabob Sekunder Jah Soobahdar of the Deccan, and the Peishwa Rao Pundit Purdhaun; as well as generally to aid the British government as far as his power and resources will admit, in any contest in which the British government may at any time be engaged for the defence of its own rights and those of its allies.

Article 4.

With a view to fulfil this treaty of defensive alliance, Maha Rajah Pursojee Bhoslah agrees to receive, and the Honourable East India Company to furnish a permanent subsidiary force of British troops, consisting of not less than one regiment of native cavalry, six battalions of native infantry, one complete company of European artillery, and one company of pioneers, with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition; which force shall be accordingly stationed in perpetuity in the Maha Rajah's territories. It is moreover agreed, that with the reserve of two battalions of sepoys, which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British government, and with liberty to move in any direction necessary through His Highness's territories; as well as to have the privilege of changing its position in case it shall be determined on, the Maha Rajah's government being previously consulted in the latter case. In the event, however, of its being deemed advisable by the British government, at any time, that one of the two battalions of sepoys, which it is above provided, are to remain near His Highness' person, shall join the force stationed near the Nerbudda, the said Maha Rajah will make no objection; but the force near His Highness' person shall never consist of less than one battalion.

Article 5.

The Maha Rajah hereby engages to pay to the Honourable Company from His Highness' treasury at Nagpore, according to the two undermentioned equal and half yearly instalments, punctually and without demur or hesitation, the annual sum of seven lacs and fifty thousand Nagpore rupees of the present standard value, being the estimated additional charge of the field establishment of the force described in the preceding article.

The following are the Instalments :

1st December	-	-	-	-	-	Rs. 3,75,000
1st June	-	-	-	-	-	3,75,000
						Rs. 7,50,000

Article 6.

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th article, for a cession of territory on the part of Maha Rajah Pursojee Bhoslah; and whatever arrangement may thus be determined upon by mutual consent, shall be adopted. In the event, likewise, of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British government shall be entitled to require, and His Highness will without hesitation agree to cede territory in lieu of the whole of the subsidy, the situation of which territory will be then fixed according to mutual convenience: but it is understood, that the British government claims no right to demand a cession of territory as long as the pecuniary payments are punctually discharged.

Article 7.

Whenever it may be found expedient for any temporary purpose, to employ within the Maha Rajah's territory any troops belonging to the Honourable Company, exceeding the amount of the subsidiary force fixed by the 4th article, no objections shall be made on the part of the Maha Rajah; and the British government on its part engages, that the Maha Rajah shall not be charged with any additional expense on account of such extra troops.

Article 8.

The Maha Rajah grants full permission, for the purchase of supplies of every description, for the use of the subsidiary force in all parts of His Highness' territory. Grain and all other articles of consumption and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels required for the use of the subsidiary force, shall be entirely exempted from duties; and the commanding officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will, at all times, be ready to execute services of importance; such as the protection of the person of the Maha Rajah, his heirs and successors, the overawing and chastisement of rebels or excitors of disturbance in His Highness' dominions; and due correction of his subjects or dependants, who may withhold payment of the Circar's just claims; but it is not to be employed on trifling occasions; nor, like sebandy, to be stationed in the country to collect the revenues, nor in levying contributions in the manner of moolukgeeree.

Article 9.

Inasmuch as by the present treaty the British government engages to maintain and defend the rights and territories of Maha Rajah Pursojee Bhoslah, in the same manner as the rights and territories of the Honourable Company are now maintained and defended; and as the object of the present alliance is purely and exclusively of a defensive nature, the Maha Rajah consequently engages never to commit any act of hostility or aggression against their Highnesses the Nizam and Peshwa, or any of the Honourable Company's allies or dependents, or against any other power or state whatever; and in the event of differences arising, whatever adjustment the Company's government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

Article 10.

As by the present treaty, the union and friendship of the two States is so firmly cemented that they may be considered as one and the same; the Maha Rajah engages neither to commence nor to pursue in future any negotiations with any other State whatever, without giving previous notice to, and entering into mutual consultation with, the Company's government; and the British government on its part, hereby declares, that it has no manner of concern with any of the Maha Rajah's children, relations, dependents, subjects or servants, with respect to whom the Maha Rajah is absolute.

Article 11.

Whereas, it is incumbent on the Maha Rajah to be prepared to unite with the British government, to the utmost extent of his power and resources, in the protection and defence of his rights and territories, against all external and internal enemies: and whereas, by the 3d article of this treaty, the Maha Rajah engages not only to fulfil that obligation, but also to assist the British government as far as may be practicable, on occasions in which that government may be compelled to exert its power in the defence of its own rights and those of its allies; the Maha Rajah engages, with a view to fulfil these obligations, to maintain at all times in a state of efficiency and fit for active service, a force consisting of not less than three thousand cavalry and two thousand infantry, with the necessary equipments of guns and warlike stores; which force shall be employed on occasions of actual service, in the manner that may be pointed out by the Officer commanding the British subsidiary force. In the same manner, in the event of any part of the forces of the Maha Rajah being required to act in conjunction with a British force beyond the limits of His Highness' territories the former shall be employed under the orders and directions of the commanding officer of the latter. It is moreover declared, that in addition to the force of cavalry and infantry which the Maha Rajah is bound by this article perpetually

NAGPORE.

to maintain, His Highness will keep up as large a number of troops as may be necessary, and ■ the resources of his government may enable him to support; and that on all necessary occasions he will be ready to assist the British government with the whole of his forces.

Article 12.

Maha Rajah Pursojee Bhoslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at His Highness' Court, on all points connected with the due support and equipment of the force, consisting of three thousand cavalry, and two thousand infantry, which, by the eleventh article, the Maha Rajah engages permanently to maintain; which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accoutrements, horses, arms, &c., of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford, without excuse or hesitation, to the Resident, any evidence that he may at any time require of the actual existence of the force in question, in ■ state of efficiency for active service; and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed, personally, either by the Resident or by the officer commanding the subsidiary force.

Article 13.

Inasmuch as by the present treaty of defensive alliance, the ties of union are so closely drawn that the interests of the two States are become identified; it is agreed, that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maha Rajah, shall be permitted, at the discretion of the British government, to be employed in the province of Berar, in co-operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maha Rajah's dominions; provided, however, that by such temporary employment of the force stationed with the Maha Rajah, His Highness' territories shall not be exposed to serious danger, and that the force stationed near His Highness' person, shall never be less than one battalion of sepoys.

Article 14.

The British government agrees not to give aid or countenance to any discontented subjects or dependants of the Maha Rajah, or any members of His Highness' family, or relations or servants of His Highness, who, in like manner engages to refuse protection to any persons who may be in a state of rebellion against the British government or its allies, or to any fugitives from their respective territories.

Article 15.

This treaty consisting of fifteen articles, being this day settled by Richard Jenkins, Esq., with Rajah Moodhojee Bhoslah, ■ the part of Maha Rajah Pursojee Bhoslah; Mr. Jenkins has delivered one copy thereof in English, Mahratta and Persian, signed and sealed by himself, to the said Rajah Moodhojee Bhoslah, who, ■ his part, has also delivered one copy of the same, duly executed, with the seal and signature of Maha Rajah Pursojee Bhoslah, and with his own seal and signature; and Mr. Jenkins by virtue of special authority given to him in that behalf, by the Right Honourable the Governor General in Council, hereby declares the said treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness, in the space of forty days, ■ ratified copy of the same, under the seal of the Honourable Company and the signature of the Right Honourable the Governor General in Council; ■ the delivery of which, the treaty executed by Mr. Jenkins shall be returned. But the subsidiary force specified in the fourth article, shall be immediately furnished by the Honourable Company, and all the other articles of this treaty shall be in full force from this time.

Signed, sealed and exchanged at Nagpore, the twenty-seventh day of May, in the year of Our Lord one thousand eight hundred and sixteen, answering to the twenty-eighth of Jumad-oo-sanee, in the year of the Hegira, ■■■■ thousand two hundred and thirty-one.

NAGPORE.

The Seal of
Maha Rajah Pursojee
Bhoslah.

The Seal of
Rajah Moodhojee Bhoslah
Appa Saheb.



(Signed) HASTINGS.

Ratified by His Excellency the Right Honourable the Governor General in Council, at Fort William in Bengal, this 15th day of June, 1816.

(Signed) J. ADAM,
Sec. to Government.

Appa Sahib had not been long established in the Regency before he caused the Raja to be strangled; but his guilt was not brought to light until his succession had been recognized.

Notwithstanding the treaty he had concluded with the British government, and the support he had received from it, Appa Sahib made ■■■■ cause with the Peishwa in the war. He suddenly and treacherously attacked the Residency and the small body of about 1,300 British troops at Seetabuldee, with upwards of 20,000 men. After ■■■■ action of eighteen hours Appa Sahib's apparently overwhelming force was repulsed at all points. After this defeat he tendered his submission, when the following provisional Agreement was made:

No. CLXXX.

PROVISIONAL AGREEMENT concluded between the HONOURABLE COMPANY and MAHA RAJAH MADHOOJEE BHOSLA, by Mr. JENKINS, on the part of the HONOURABLE COMPANY, and NAGO PUNDIT and NARAIN PUNDIT, on the part of His Highness.

Article 1.

The Raja retains his musnud until the pleasure of the Governor General is known ■■■■ the following conditions:—

Article 2.

The Raja consents to cede his territories north of the Nerbudda, as well as all those on the southern bank, also Gawilgurh, and his territories in Bear, and Sirgoojah and Jushpore, in lieu of the former subsidy and contingent.

Article 3.

The affairs of the government, civil and military, shall be settled and conducted by Ministers in the confidence of the British government, according to the advice of the Resident, and His Highness with his family will reside in his Palace in the city of Nagpore, under the protection of the British troops.

Article 4.

The subsidy will be paid up, and shall continue to be paid until a final settlement.

Article 5.

Any Forts in His Highness' territory, which the British government may wish to occupy, shall immediately be given up to the British troops.

Article 6.

The principal persons concerned in resisting His Highness' orders on the 16th of December, and since, shall receive no favor, but be punished; and if possible, be seized and delivered up to the British government.

Article 7.

The two hills of Seetabuldee, with the bazars and land adjoining, to a distance to be hereafter specified, shall be henceforth included in the British boundary, and such Military works erected as may be deemed necessary.

Done at Nagpore, this 6th day of January, 1818, A.D., corresponding to the 28th of Suffer 1233, A. H.

(Signed) R. JENKINS,
Resident.

He had scarcely signed the above Treaty when he secretly adopted measures of direct hostility to the British government. On the discovery of this fresh perfidy, the Resident arrested Appa Sahib, who effected his escape on his way to the Fort of Allahabad, and continued a wanderer until his death, which took place at Jodhpore in 1840.

On the deposition of Appa Sahib, Bajee Rao, the grandson, through a daughter of Ragojee Bhosla, having been adopted by the widow of the late Raja, and taken the name of Ragojee, was placed on the vacant guddee. Being a minor, his grandmother, the Burra Bae, was appointed his guardian. During the Raja's minority his country was administered by British Officers, under the superintendence of the Resident. In 1826, it was made over to him by the following Treaty, with the exception of a portion retained as security for the payment of that part of the army which was disciplined and officered by British Officers:

No. CLXXXI.

TREATY of perpetual friendship and alliance between the HONOURABLE EAST INDIA COMPANY and His Highness MAHA RAJAH RAGHOJEE BHOSLAH, his heirs and successors, settled by RICHARD JENKINS, Esq., Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONOURABLE WILLIAM PITT, LORD AMHERST, one of his Britannic Majesty's Most Honourable Privy Council, Governor General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies.

Whereas a treaty of perpetual defensive alliance consisting of fifteen articles, was concluded at Nagpore, between the Honourable East India Company and the State of Nagpore, under date the 27th May 1816, corresponding with the 28th of Jumadoo-Sanee, in the year of the Hegira 1231: and whereas during the subsistence of that treaty in full force, in violation of public faith and of the laws of nations, an attack was made by Rajah Moudhojee Bhosla on the British Resident, and the troops of his ally stationed at Nagpore for the said Rajah's protection, thereby dissolving the said treaty, annulling the relations of peace and amity between the two States, placing the State of Nagpore at the mercy of the British government, and the Maha Rajah's Musnud at its disposal; and whereas the British government, still recollecting the former close alliance, consented to restore the relations of amity and friendship and to replace His Highness on the Musnud; and whereas, in utter forgetfulness of this lenity, and in disregard of every principle of faith and honour, Appa Sahib entered into fresh concert with the enemies of the British government. That government was consequently compelled to remove him from the musnud, and Maha Rajah Raghojee Bhoslah having succeeded to the Musnud by the favour of the said government, the following treaty is concluded between the States:—

Article 1.

All articles of the treaty concluded at Nagpore, on the 27th of May 1816, which are not contrary to the tenor of the present engagement are hereby confirmed.

Article 2.

Although the Rajah assumes, with the permission of the British government, the title and ensigns of Sena Sahib Soobah, which have been held by former Rajahs of Nagpore, he hereby renounces for ever, for himself and successors, all dependence upon or connection with, the Rajah of Sattara or other Mahratta powers, and agrees to relinquish all ceremonies and observances whatever referring to the dignity of Sena Sahib Soobah.

Article 3.

By the 10th article of the treaty of Nagpore it is agreed, that the Maha Rajah is neither to commence nor to pursue any negotiation with any other State whatever, without giving previous notice to, and entering into mutual consultation with, the Company's government. In order to the more effectual fulfilment of this article, Maha Rajah Raghojee Bhoslah hereby agrees neither to maintain Vakeels or other Agents at the Courts of any foreign State whatever, nor to permit the residence of Vakeels or other Agents from any such State at his Court; and His Highness further engages to hold no communication with any power whatever except through the resident or other minister of the Honourable Company's government residing at His Highness' Court.

Article 4.

By the 4th article of the treaty of Nagpore it was agreed that, with the reserve of two battalions of sepoy, which were to remain near the Rajah's person, the residue of the subsidiary force which the British government thereby agreed to furnish should be posted in such a situation near the south bank of the Nerbudda as might be chosen by the British government, by the present article it is agreed that the British government shall be at liberty in future to station its troops in any part of the Rajah's territories as it may deem necessary for their protection and the maintenance of tranquillity, and also to decide upon the number of troops to be maintained, whether greater or smaller than the amount of the subsidiary force before fixed.

Article 5.

The late Rajah Moodhajee Bhoslah, commonly called Appa Sahib, agreed to cede to the Honourable Company certain territories for the payment of the expences of the permanent military force maintained by the British government in His Highness' territories, and in lieu of the subsidy of 7,50,000 rupees formerly paid by the said Rajah and of the contingent he was bound to maintain by the former treaty. These territories, as detailed in the Schedule annexed to this treaty, shall remain for ever under the dominion of the Honourable Company. His Highness Maha Rajah Raghojee Bhoslah hereby expressly renounces all claims and pretensions of whatever description in the territories aforesaid, and all connection with the chiefs and zemindars or other inhabitants of them. The British government on its part hereby guarantees the rest of the dominions of the Nagpore State to Maha Rajah Raghojee Bhoslah, his heirs and successors.

Article 6.

As it may be found that some of the territories ceded to the British government in the foregoing article would, from their situation, be more conveniently attached to the territories of the Nagpore State, His Highness agrees that such exchange of talooks and lands shall be made hereafter, on terms of a fair valuation of their respective revenues as may be necessary for the convenience of both parties, and it is agreed and covenanted that the territories to be assigned and ceded to the Honourable Company by the 5th article, or in consequence of the exchange stipulated eventually in this article shall be subject to the exclusive management of the said Company and their officers.

Article 7.

The British government undertook, during the Rajah's minority, the settlement and management of the whole of the country reserved to His Highness, and the general direction of his affairs in His Highness' name and on his behalf during His Highness' nonage, according to Hindoo law and usage, being now expired, the powers of government and the administration of his dominions under the several conditions and exceptions hereinafter specified, ■■■ declared to be vested in the Rajah.

Article 8.

For the ■■■■ complete and effectual fulfilment of this intention and object of the eleventh article of the treaty of 27th May 1816, the military force of the State of Nagpore, with the exception of ■ small body of infantry and horse, which may be maintained with the sanction of the British government for the Rajah's personal retinue and the requisite subsidies for the police and collection of revenue (to be subject to the same sanction with regard to their numbers, description and employment) shall always remain under the authority of the British government and its disposal for His Highness' benefit, and sufficient funds shall be permanently appropriated for its regular payment from His Highness' resources.

Article 9.

The districts of Deogurh above the ghauts, Chandah, Langhie, and Chutteesgurh, and their dependencies together with some additional districts, yielding altogether ■ clear net revenue of seventeen lacs of rupees per annum, will, for the present, be retained under the management of European superintendents acting for the Rajah, but subject to the orders of the British Resident to provide funds for the payment of the military establishments referred to in the preceding article, and for the civil expences of the said districts. A true and faithful account of the revenue and produce of the said districts and of the military and civil disbursements shall be rendered to His Highness, and any surplus remaining after payment of the above charges shall be paid into His Highness' treasury.

The rest of His Highness' territories, including the city of Nagpore, shall be replaced under the direct administration of His Highness and his ministers, the British superintendence being gradually withdrawn; and it is hereby further declared that whenever the state of the districts retained under British superintendence under this article and the success of His Highness' management in the country now transferred to him shall appear to the British government to justify such a measure, the districts excepted in this article shall also be restored to the direct management of the Rajah. His Highness appropriating sufficient funds from his resources for the payment of the military force, and the British government remaining the medium of conducting all affairs with the tributary chiefs and zemindars of the country.

Article 10.

In the management of the country transferred to the Rajah's immediate authority by the preceding article, and in that of the excepted districts when restored to His Highness' control, Rajah Raghojee Bhoslah hereby promises to pay at all times the utmost attention to such advice as the British government shall judge it necessary to offer him, with a view to the economy of his finances, the better collection of his revenue, the administration of justice and police, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness' interests, the happiness of his people, and the mutual welfare of both States, and always to conduct the affairs of his government by the hands of ministers in the confidence of the British government, and responsible to it, as well ■ to His Highness, in the exercise of their duties in every branch of the administration.

His Highness specifically agrees to adopt such regulations and ordinances as may be suggested by the British government through its representative at His Highness' Court, for ensuring order, economy, and integrity in every department

of his government, and the engagements and settlements which have been or may be concluded with the putails and ryots or others in his name, through the intervention of British agents, shall be faithfully maintained and acted upon. The civil establishments of the government, the appointment of persons to fill them, and the expenditure on account of those establishments as well as of His Highness' court and household shall be fixed and continued according to the advice of the British government, and the Resident shall be at all times at liberty to inspect and investigate the accounts of the receipts and disbursements of the government in every branch as well as to have access to the treasury in order to be assured of the actual state of the finances.

Article 11.

If it shall be necessary, for the protection and defence of the territories of the contracting parties or of either of them, that hostilities should be undertaken or preparations made for commencing hostilities against any State or power, Rajah Raghojee Bhoslah agrees to contribute towards the discharge of the increased expence incurred by the augmentation of the military force and the unavoidable charges of war, such a sum as shall appear to the British government on an attentive consideration of the means of his said Highness, to bear a just and reasonable proportion to the actual net revenue of his said Highness.

Article 12.

And whereas, the interests and reputation of the contracting parties require that the prosperity of His Highness' dominions shall be increased and perpetuated by the operation of this treaty, and it is indispensable that effectual and lasting security should be provided for the welfare and happiness of the people and against any failure in the funds destined to defray the expences of His Highness' permanent military establishment in the time of peace, as well as to secure an eventual surplus for the purpose mentioned in the 11th article, it is hereby stipulated and agreed between the contracting parties that if, from the mismanagement of His Highness' officers, and from the neglect of the advice and suggestions of the British government on the part of His Highness, the British government shall have reason to apprehend at any future period a failure in the funds, so destined, or a deterioration instead of the expected improvement in His Highness' resources, and in the condition of the people, the British government shall be at liberty and shall have full power and right to assume and bring under the direct management of the servants of the British government such part or parts of the territorial possessions of His Highness as shall appear to the said government necessary to render the funds efficient and available, either in time of peace or war, or the whole, should the welfare of the country require it.

Article 13.

It is hereby farther agreed, that whenever the British Government shall signify to the said Maha Rajah Raghojee Bhoslah that it is become necessary to carry into effect the provision of the 12th article, His said Highness shall immediately issue orders to his Amils or other officers for placing the territories required under the exclusive authority and control of the said government, and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the British government shall be at liberty to issue orders by its own authority for assuming the collections and management of the said territories; provided always, that whenever and as long as any part of His said Highness' territories shall be placed and shall remain under the exclusive authority and control of the said British government, the said government shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed, provided also, that in no case whatever shall His Highness' actual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one-fifth of the said net revenues the British government engages at all times to secure and cause to be paid for His Highness' use.

NAGPORE.**Article 14.**

The hill of Setabuldee, and that adjacent to it, with the land and bazaars adjoining within ■ boundary line which will be settled, shall be annexed to the British Residency, and the British government shall be at full liberty to keep up the necessary works for rendering them ■ good military position which have been or may be erected upon them or elsewhere within the boundary aforesaid.

The Maha Rajah also engages at all times to furnish such pasture land ■ may be required for the use of the British forces, at the most convenient places adjoining to the cantonments of the different divisions of the said forces.

Article 15.

The Maha Rajah also agrees that the British government shall be at all times at liberty to garrison and occupy such fortresses and strong places within his dominions as it shall appear to be advisable to take charge of, and that all officers and all troops, whether individually or collectively, belonging to the Honourable Company, shall have free ingress to, and egress from, all His Highness' Forts and places of strength, when necessary for their safety.

Article 16.

Whenever called upon by the British government the Maha Rajah agrees to collect ■ many bunjarries ■ possible, and to store ■ much grain ■ may be practicable in convenient places for the purpose of aiding the supplies of the armies of both States in any contest in which they may be engaged.

Article 17.

This treaty, consisting of seventeen articles, being settled and concluded at Nagpore, on the first day of December, in the year 1826, corresponding with first Jeemadee, in the year of the Hegira 1242, by Richard Jenkins, Esquire, with Maha Rajah Raghojee Bhosla; Mr. Jenkins has delivered to the said Maha Rajah a copy of the same in English, Persian and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr. Jenkins another copy also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr. Jenkins has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by the Right Honourable William Pitt, Lord Amherst, Governor General, &c. &c. &c., on the receipt of which by His said Highness, the present treaty shall be deemed complete and binding on the Honourable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Governor
General's
Seal.

(Signed) AMHERST.

Ratified by the Right Honourable the Governor General, in camp, at Shajehanpore, this thirteenth day of December, ■■ thousand eight hundred and twenty-six, A.D.

(Signed) A. STIRLING,
Secretary to the Government,
In attendance on the Governor General.

Schedule of Cessions to the British Government.

- | | |
|-----------------------------|-------------------|
| 1st.—Mundilla, including— | 2. Kooa. |
| 1. Fort of Mundilla. | 3. Turwa. |
| 2. Burgee. | 4. Ghosulpore. |
| 2nd.—Jubbulpore, including— | 7. Punnagurh. |
| 1. Huwelee Gurha. | 8. Mujholee. |
| 2. Seehore. | 9. Kemoree. |
| 3. Soudpoor. | 10. Bareily. |
| 4. Khoombe. | 11. Bulhary. |
| 5. Bhunee Bun. | 12. Tezgurh. |
| 6. Ghosulpore, including— | 13. Kusungee, &c. |
| 1. Sirclee. | |

*Zemindaree Talboks.***NAGPORE.**

1. Mulumpoor.
2. Peepreea.
3. Mungurh.
4. Narayunpore.
5. Nuwaz.
6. Wureea.
7. Senghoree Chaya.
8. Bundra.
9. Suhupoor.
- 3d.—Seonee, including—
 1. Seonee.
 2. Doongureeza.
 3. Anee Ushta.
 4. Denashee.
 5. Dungurthat.
 6. Kurola.
 7. Kutungee.
 8. Glinsoor.
 9. Goondee.
 10. Oogullee.
 11. Chindee.
 12. Chappara and 2 Khasgee Villages.
- 4th.—Chowragurh, including—
 1. The Fort of Chowragurh.
 2. Shapoor.
 3. The Kuzba of Chougan.
- 5th.—Rewa, including—
 1. Bohurgurh.
 2. Bura.
 3. Sakurguira.
 4. Babuee.
 5. Sewnee.
 6. Bhambooreezumala.
 7. Singapore Bura.
 8. Buchae.
 9. Pelapusae.
 10. Hoossingabad.
 11. Zumanee.
 12. Sohagpore.
 13. Chicklee Bara.
- 6th.—Baitool, including—
 1. Huwelee Khesla Baitool.
 2. Jayutgurh Amla.
 3. Khundar Hirawuddee.
 4. Jamuee.
 5. Musud.
 6. Sowligurh.
 7. Mhairduee.
- 7th.—Moollagee, including—
 1. Moollagee.
 2. Saykhera.
 3. Satner.
 4. Putun.
 5. Mundree.
 6. Ashta.
 7. Metsalwarree.
 8. Pownee.
 9. Ashner.
- 8th.—Sumbulpore, including—
 1. Khalsa Sumbulpore.
 2. Chunderpoor.
 3. Ambowna.
 4. Kurral.
 5. Ghems.
 6. Hootal.
 7. Burpalee.
 8. Patkulda.
 9. Lukunpoor.
 10. Boordah.
 11. Burburkillia.
 12. Phoorda.
 13. Dama.
 14. Soungah.
 15. Sappurgurh.
 16. Serrah.
 17. Coolabara.
 18. Rampoor.
 19. Rajepoor.
 20. Pundumpoor.

Zemindaries.

1. Sumbulpoor.
2. Burgurh, including—
 - Singra.
 - Half of Booteea and
 - Half of Saragang.
3. Suktee, including—
 - Half of Booteea and
 - Half of Saragang.
4. Saringurh, including—
 - Sureea.
 - Suronwah.
 - Sobagpoor.
5. Gungpoor.
6. Boree.
7. Boomra.
8. Rerakole.
9. Soondpore.

Patna and its dependencies.

1. Patna.
2. Assee Salda.
3. Jura Singa.
4. Betata.
5. Dinkgurh.
6. Topae.
7. Teelgurh.
8. Gumleea Dolah.
9. Huldee.
10. Sandakala.
11. Sur Pahar.
12. Budpuhar.
13. Boy Moorda.
14. Salee Butha.
15. Hat Kund.
16. Doombutta.

NAGPORE.*Patna Zemindaries.*

- | | |
|------------------|-------------------------|
| 1. Putna Proper. | 7. Kheriar. |
| 2. Phoo Gher. | 8. Nuwagurh. |
| 3. Boora Samer. | 9. Dewlee. |
| 4. Ramoon. | 10. Sohagpoor Bhugdaker |
| 6. Lohar Singha. | |

(Signed) R. JENKINS,
Resident.

In 1829, the following Treaty, modifying the preceding one, was concluded:

No. CLXXXII.

REVISED ENGAGEMENT between the HONOURABLE COMPANY and the RAJAH of NAGPORE.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Rajah of Nagpore, and to the mutual benefit and convenience of the Honourable Company and His Highness' government, it has been deemed expedient to alter and modify certain articles of the treaty of 18th December, 1826, the following provisions have accordingly been arranged and concluded, on the one part by Francis B. S. Wilder, Esq., Resident at the Court of Nagpore, in the name and on behalf of the Right Honourable Lord William, Cavendish Bentinck, Governor-General in Council, and on the other by Maha Rajah Raghojee Bhoslah., Rajah of Nagpore

Article 1.

Articles 8 and 9 of the existing treaty are hereby rescinded, and it is agreed that in lieu of the obligations contracted by those articles, the Rajah of Nagpore shall pay to the British government an annual subsidy of Soniat rupees eight lacks per annum, by quarterly instalments, *i. e.*, on the 6th September, 6th December, 6th March, and 6th June of each year; in consideration whereof the reserved districts will be given up to His Highness' management, and his army made over entirely to his own authority and disposal, the British officers employed in the Nagpore service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussellee year, or 6th June, 1830. Arrangements for gradually disbanding the auxiliary force, as at present constituted, will be immediately put in train, it being of course the duty of the Rajah to provide in their room and from his own funds, a national force adequate to the ordinary protection of his subjects and the performance of internal duties.

Article 2.

The Rajah agrees to respect and abide by the conditions of the quinquennial settlement concluded with the potails, ryots and others, by the British authorities in his name, during the period from which the several leases were contracted. His Highness also binds himself to maintain inviolate all agreements and engagements formed with the Gond and other tributary chiefs and zemindars by British officers under the sanction and authority of the Resident.

Article 3.

Articles 10, 12, and 13 of the existing treaty are hereby cancelled; and the following modified provisions substituted in lieu thereof. It should be competent to the British government through its local representative to offer advice to the Maha Rajah, his heirs and successors, on all important matters, whether relating to the internal administration of the Nagpore territory or to external concerns; and His Highness shall be bound to act in conformity thereto. If, which God forbid, gross and systematic oppression, anarchy and misrule should hereafter at any time prevail, in neglect of repeated advice and remonstrance, seriously endangering the public tranquillity and placing in jeopardy the stability of the resources whence His Highness discharges his obligations to the Honourable Company, the British government reserves to itself the right of

re-appointing its own officers to the management of such district or districts of the Nagpore territory in His Highness' name, and for so long a period as it may deem necessary, the surplus receipts in such case, after defraying charges, to be paid into the Rajah's treasury.

NAGPORE.

■ Article 4.

Article 11th of the existing treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Rajah agrees to maintain at all times in a state of efficiency a body of not less than one thousand of the best description of irregular horse, organized and disciplined after the native fashion, commanded by his own Native officers and subject to His Highness' exclusive authority. In the event of war, this force shall be liable to serve with the British army in the field, receiving batta from the Honourable Company, in compensation of the extra expence of their maintenance whenever employed the Nagpore frontier.

Article 5.

Article 15th of the existing treaty is hereby abrogated.

Article 6.

All the other provisions and conditions of the treaty concluded at Nagpore, on the 13th December, 1826, which are not affected by the above convention are to remain in full force and effect.

Article 7.

This engagement consisting of seven articles, being settled and concluded at Nagpore, on the 26th day of December, 1829, corresponding with 29th Jumadil Akher, in the year of the Hegira 1245, by Francis B. S. Wilder, Esquire, with Maha Rajah Raghojee Bhoslah, Mr. Wilder has delivered to the said Maha Rajah a copy of the same in English, Persian, and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr. Wilder, another copy, also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr. Wilder has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by the Right Honourable Lord William Cavendish Bentinck, Governor General, &c. &c. on the receipt of which by His said Highness, the present engagement shall be deemed complete and binding on the Honourable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Given on the 26th December, 1829, corresponding with the 29th Jumadil Akher, 1245 Hegira.

Seal and
Signature of
the Rajah.

(Signed) F. B. S. WILDER,
Resident.

(Signed) W. C. BENTINCK.

Company's
Seal. ■

„ DALHOUSIE.
„ W. B. BAYLEY.
„ C. T. METCALFE.

Ratified by the Right Honourable the Governor General in Council, at Fort William in Bengal, the fifteenth day of January, one thousand eight hundred and thirty.

(Signed) A. STIRLING,
Secretary to Government

HOLKAR.

Bajee Rao gave a command in Malwa to Mulhar Rao Holkar, who had been a shepherd and assigned to him a jageer, of which Indore — the chief place, for the support of his troops.

Mulhar Rao acted a conspicuous part in the establishment of the Mahratta power in Hindoostan. He had only one son, Kundee Rao who was killed in 1752. Kundee Rao had married Ahalya Bai, by whom he left a son and a daughter. On the death of Mulhar Rao in 1766, the Peishwa recognized his grandson as his successor; the youth became insane and soon died. His mother, Ahalya Bai, appointed Tookajee Holkar, a good soldier and a favourite of the late Mulhar Rao, but no relation of the family, to command the troops, retaining the civil administration, which she ably conducted, in her own hands.

Tookajee Holkar died in 1797, leaving two sons, Casee Rao and Mulhar Rao, by his wife, and two illegitimate sons, Jeswunt Rao and Etajee Rao. Casee Rao was an imbecile; his brother, Mulhar, was brave and enterprising. Both aspired to the Chiefship. Scindiah espoused Casee's pretensions, while Nana Furnavese, the Poona minister, favoured those of Mulhar Rao. Both the brothers were at Poona. Mulhar was slain in a treacherous attack on his camp by Scindiah. Upon this his illegitimate brother, Jeswunt, who was also at Poona, fled in alarm to Nagpore, and besought the Rajah's protection. With a view to his own interests, the Raja threw his suppliant into prison; Jeswunt contrived to make his escape and to reach Candeish. Here he was joined by the notorious Patan leader, Ameer Khan. Jeswunt then pillaged Scindiah's possessions in the Nerbudda, and defeated Chevalier Dudermaic, who had been sent from Indore with a brigade to attack him. Having established some degree of order and discipline in his army, he stormed and plundered Saugor, defeated Scindiah's troops, and so cruelly ravaged his territories, that he was constrained to propose terms of accommodation. They were rejected by Jeswunt, who sent two of his Chiefs into the Deccan to plunder the territories of Scindiah and the Peishwa, while he himself spread terror and devastation over Hindoostan.

In 1802 Jeswunt Rao Holkar marched into the Deccan and defeated the combined forces of Scindiah and the Peishwa near Poona, which he speedily occupied, the Peishwa having made his escape to Bassein. He construed the Peishwa's flight into an abdication, and was about to raise the son of Amrut Rao, Bajee Rao's adoptive brother, to the Peishwaship, when the conclusion of the treaty of Bassein and Sir A. Wellesley's rapid advance upon Poona disconcerted all his plans and saved Poona from destruction.

Jeswunt Rao Holkar had agreed to join Scindiah and the Raja of Berar in the war of 1803, but he took no active part in the contest until these Chiefs had been reduced.

Before the treaty of Surjee Anjengaum had been finally concluded, Holkar advanced to the frontier of Jeypore, then under British protection. His extravagant and offensive replies to terms of settlement proposed to him by Lord Lake, left no doubt of his hostile intentions. He immediately after plundered Jeypore and open war ensued.

The war with Holkar, though at first chequered by Colonel Monson's retreat and the heavy loss of life at the siege of Bhurtpore, was in the end eminently successful. The battle of Deeg was fatal to his regular infantry and artillery, and the action of Futtyghur entirely broke the spirit of his cavalry. The Fortresses of Chandoree and Gaulnah, the strongholds of the family, were also taken, and in April 1805 he retreated across the Chumbul, with an army reduced from 40,000 cavalry, 20,000 infantry and upwards of 100 pieces of cannon, to a wretched body of 10,000 horse, 5,000 infantry, and between 20 and 30 guns. As a last and desperate resource he crossed the Sutlej into the Punjab, whither he was closely pursued by Lord Lake. At length, reduced by repeated defeat and disaster to the extreme of distress, Holkar sued for peace; and the following Treaty was concluded on the banks of the Beeah:

No. CLXXXIII.

TREATY with JESWUNT RAO HOLKAR, with the DECLARATORY ARTICLE annexed, 1805.

TREATY of PEACE and AMITY between the BRITISH GOVERNMENT and JESWUNT RAO HOLKAR.

Whereas, disagreement has arisen between the British government and Jeswunt Rao Holkar, and it is now the desire of both parties to restore mutual harmony and concord, the following articles of agreement are therefore concluded between Lieutenant-Colonel John Malcolm, on the part of the Honourable Company, and Sheik Hubeeb Oolla and Balla Ram Seit, on the part of Jeswunt Rao Holkar, the said Lieutenant-Colonel John Malcolm having especial authority for that purpose from the Right Honourable Lord Lake, Commander in Chief, &c. &c., His Lordship aforesaid being invested with full powers and

authority from the Honourable Sir George Hilario Barlow, Governor General &c. &c., and the said Sheik Hubeeb Oolla and Balla Rem Seit, also duly invested with full powers ■ the part of Jeswunt Rao Holkar.

HOLKAR.

Article 1.

The British government engages to abstain from the prosecution of hostilities against Jeswunt Rao Holkar, and to consider him, henceforward, as the friend of the Honourable Company, Jeswunt Rao Holkar agreeing, on his part, to abstain from all measures and proceedings of an hostile nature against the British government and its allies, and from all measures and proceedings, in any manner directed to the injury of the British government or its allies.

Article 2.

Jeswunt Rao Holkar hereby renounces all right and title to the districts of Tonk, Rampoor, Boondée, Lekherree, Sameydee, Bhamungaum, Dase, and other places north of the Boondée Hills, and now in the occupation of the British government.

Article 3.

The Honourable Company hereby engages to have no concern with the ancient possessions of the Holkar family in Mewar, Malwa and Harrowtee, or with any of the Rajahs situated to the south of the Chumbul; and the Honourable Company agrees to deliver over immediately to Jeswunt Rao Holkar, such of the ancient possessions of the Holkar family in the Deccan, now in the occupation of the Honourable Company, as are situated south of the river Taptie, with the exception of the Fort and pergunnah of Chanderee, the pergunnahs of Ambar and Sengham and the villages and pergunnahs situated to the southward of the river Godavery, which will remain in possession of the Honourable Company. The Honourable Company, however, in consideration of the respectability of the Holkar family, further engages, that, in the event of the conduct of Jeswunt Rao Holkar being such as to satisfy the state of his amicable and peaceable intentions towards the British government and its allies, it will, at the expiration of eighteen months from the date of this treaty, restore to the family of Holkar the Fort of Chunderee, and its districts, the pergunnahs of Ambar and Sengham, and the districts formerly belonging to the Holkar family, situated to the south of the Godavery.

Article 4.

Jeswunt Rao Holkar hereby renounces all claims to the district of Koonch in the province of Bundelcund, and all claims of every description in that province; but in the event of the conduct of Jeswunt Rao Holkar being such as to satisfy the British government of his amicable intentions towards that State and its allies, the Honourable Company agrees, at the expiration of two years from the date of this treaty, to give the district of Koonch in jaghire to Bheemah Bai, the daughter of Jeswunt Rao Holkar, to be holden under the Company's government, on the same terms ■ that now enjoyed by Bhalla Bai.

Article 5.

Jeswunt Rao Holkar hereby renounces all claims of every description, upon the British government and its allies.

Article 6.

Jeswunt Rao Holkar hereby engages never to entertain in his service Europeans of any description, whether British subjects or others, without the consent of the British government.

Article 7.

Jeswunt Rao Holkar hereby engages not to admit into his council or service Serjee Rao Ghautkea, ■ that individual has been proclaimed an enemy to the British government.

HOLKAR.

Article 8.

Upon the foregoing conditions, Jeswunt Rao Holkar shall be permitted to return to Hindostan, without being molested by the British government, and the British government will not interfere, in any manner, in the concerns of Jeswunt Rao Holkar. It is, however, stipulated, that Jeswunt Rao Holkar shall, immediately upon the treaty being signed and ratified, proceed towards Hindostan, by a route which leaves the towns of Putteeala, Kythul, Jheend, and the countries of the Honourable Company and the Rajah of Jeypoor, on the left; and Jeswunt Rao Holkar engages, on his route, to make his troops abstain from plunder, and that they shall commit no act of hostility in any of the countries through which they may pass.

Article 9.

This treaty, consisting of nine articles, being this day settled by Lieutenant-Colonel John Malcolm, on the part of the Honourable Company, and by Sheik Hubeeb Oolla and Balla Ram Seit, on the part of Jeswunt Rao Holkar, Lieutenant-Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, and confirmed by the seal and signature of the Right Honourable Lord Lake, to the said Sheik Hubeeb Oollah and Balla Ram Seit, who, on their part, have delivered to Lieutenant-Colonel John Malcolm a counterpart of the same, signed and sealed by themselves, and engage to deliver another copy thereof, duly ratified by Jeswunt Rao Holkar, to the Right Honourable Lord Lake, in the space of three days, the said Lieutenant-Colonel John Malcolm also engaging to deliver to them a counterpart of the same, duly ratified by the Honourable the Governor General in Council, within the space of one month from this date.

Done in Camp, at Rajpoor Ghaut, on the banks of the Beeah river, this 24th day of December, A.D. 1805, corresponding with the 2d of Shawul, in the year of the Hegira, 1220.

(Signed)	JOHN MALCOLM.
"	SHEIK HUBEEB OOLLAH.
"	BALLA RAM SEIT.

Declaratory Articles annexed to the Treaty of Peace and Amity concluded between the British government and Maha Rajah Jeswunt Rao Holkar, through the Agency of the Right Honourable Lord Lake, on the 24th December, 1805.

Whereas, by the second article of the above-mentioned treaty, Maha Rajah Jeswunt Rao Holkar renounces all right and title to the districts of Tonk, Rampoor, Boondee, Lekherree, Sameydee, Bhaumungaum, Dase, and other places north of the Boondee hills, and now in the occupation of the British government; and whereas, it has been understood, that the Maha Rajah attaches great value to the district of Tonk, Rampoor and other districts in that vicinity, which constituted the ancient possessions of the Holkar family, and the relations of amity and peace being now happily restored between the British government and Maha Rajah Jeswunt Rao Holkar, the British government is desirous of gratifying the wishes of the Maha Rajah to the utmost practicable extent, consistent with considerations of equity, and of manifesting its solicitude to cultivate the friendship and good will of the Maha Rajah, therefore the British government thereby agrees to consider the provisions of the second article of the treaty aforesaid to be void and of no effect, and to relinquish all claim to the districts of Tonk, Rampoor, and such other districts in their vicinity as were formerly in the possession of the Holkar family, and are now in the occupation of the British government.

Done on the river Ganges, the 2d day of February, 1806.

(Signed) G. H. BARLOW.

In furtherance of his views of policy, the declaratory article was added by Sir George Barlow, in opposition to the opinion and earnest remonstrances of Lord Lake.

In 1808 Jeswunt Rao Holkar became insane, Toolsee Bai, his favourite concubine, obtained the chief authority in the government. Jeswunt Rao died in 1811, leaving a son, Mulhar Rao, by a woman of low rank. Toolsee Bai adopted Mulhar Rao, placed him on the Musnud, and ruled as Regent in his name.

Towards the end of 1817, Holkar's army marched to the southward, avowedly for the purpose of aiding the Peishwa, then at war with the British government. Negotiations were more than once opened, but with no result. Holkar's camp had become a scene of complete anarchy. Toolsee Bai was put to death on the 20th December 1817; and the 21st fought the battle of Mehidpore, which left Holkar's dominions at the disposal of the British government.

On the 6th January, 1818, the following Treaty was concluded:

No. CLXXXIV.

TREATY OF PEACE between the Honourable the EAST INDIA COMPANY and His Highness MAHA RAJAH MULHAR RAO HOLKAR, his heirs and successors, settled by Brigadier General Sir John Malcolm, K.C.B., and K.L.S., Political Agent for the Most Noble the Governor General, on the part of the Honourable East India Company, and Tantiah Jogh, on the part of His Highness Mulhar Rao Holkar, the said Brigadier General Sir John Malcolm acting under authority from His Excellency, Lieutenant General Sir Thomas Hislop, Baronet, Commander in Chief of the army of Fort Saint George and of the army in the Deccan, himself invested with full power and authority from the Most Noble Francis, Marquis of Hastings, K.G., one of his Britannic Majesty's Most Honourable Privy Council, Governor General in Council appointed by the Honourable Company to direct and control all the affairs in the East Indies, and the said Tantiah Jogh, duly invested with full power on the part of His Highness Mulhar Rao Holkar.

Article 1.

Peace being established with the Maha Rajah Mulhar Rao Holkar, the Company's government agrees, that it will not permit any State, or any freebooter to be unpunished, that shall commit any outrage or hostility against the territories of Maha Rajah Mulhar Rao Holkar; the Maha Rajah agreeing on such occasions to lend his utmost assistance by the employment of his troops, or in such other manner as may be requisite, and the British government will at all times extend the same protection to the territories of Maha Rajah Mulhar Rao Holkar, as to its own.

Article 2.

Maha Raja Mulhar Rao Holkar agrees to confirm the engagement which has been made by the British government with the Nabob Ameer Khan, and to renounce all claims whatever to the territories guaranteed in the said engagement by the British government to the Nabob Ameer Khan and his heirs.

Article 3.

The pergunnahs of Patchpahar, Dug, Gungrar, Aoor and others rented by Rajah Zalim Sin, of Kotah, to be ceded in perpetuity to that chief by the Maha Rajah Mulhar Rao Holkar, who renounces all claims whatever on these pergunnahs.

Article 4.

Maha Rajah Mulhar Rao Holkar agrees to cede to the British government, all claims of tribute and revenues of every description, which he has, or may have had upon the Rajpoot Princes, such as the Rajahs of Oudepore, Jeypore, Joudhpore, Kotah, Boondee, Kerrowley, &c.

Article 5.

Mulhar Rao Holkar renounces all right and title to any of his territories, as Rampoorah, Bussunt, Rajepoorah, Baliah, Neemsarace, Indeghur, Boondee, Lackbarrie, Saumindah, Bamangaum, Dase and other places within, or north of the Boondee hills.

HOLKAR.

Article 6.

Maha Rajah Mulhar Rao Holkar cedes to the British government, all his territories and claims of every description whatever, within and south of the Sautpoorah range of hills, including the Fort of Sundwah with a glacis of two thousand yards, also all his possessions in the province of Candesh and those districts, such as Amber, Ellora and others intermixed with the territories of the Nizam and Peishwa.

Article 7.

In consideration of the cessions made by this treaty, the British government binds itself to support a field force to maintain the internal tranquillity of the territories of Mulhar Rao Holkar and to defend them from foreign enemies; this force shall be of such strength as shall be judged adequate to the object. It shall be stationed where the British government determines to be best, and the Maha Rajah Mulhar Rao Holkar agrees to grant some place of security, as a depôt for its stores.

Article 8.

The Maha Rajah grants full permission for the purchase of supplies of every description for any British force, acting in the defence of his territories; grain and all other articles of consumption and provisions and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses and camels required for the use of such force, shall be exempted from duties.

Article 9.

Maha Rajah Mulhar Rao Holkar engages never to commit any act of hostility or aggression against any of the Honourable Company's allies or dependents, or against any other power or State whatever. In the event of differences arising, whatever adjustment the Company's government, weighing matters in the scale of truth and justice, may determine, shall have the Maha Rajah's entire acquiescence. The Maha Rajah agrees not to send or receive Vakeels from any other State or to have communication with any other States, except with the knowledge and consent of the British Resident.

Article 10.

The British government hereby declares that it has no manner of concern with any of the Maha Rajah's children, relations, dependents, subjects or servants, with respect to whom the Maha Rajah is absolute.

Article 11.

The Maha Rajah Mulhar Rao Holkar agrees to discharge his superfluous troops, and not to keep a larger force than his revenues will afford. He, however, agrees to retain in service, ready to co-operate with the British troops, a body of not less than three thousand horse, for whose regular payment a suitable arrangement must be made.

Article 12.

The Maha Rajah engages (and the British government guarantees the engagement), to grant to Nabob Guffoor Khan his present jaidad of the districts of Sujeet, Mulhargurh, Taul, Mundawul, Jowrah, Burroade, the tribute of Peeplowdah with the sayer of the whole. These districts shall descend to his heirs on the condition that the said Nabob and his heirs shall maintain independent of the subudy for his pergunnahs, and his personal attendants, in constant readiness for service, a body of six hundred select horse; and further, that this quota of troops, shall be hereafter increased in proportion to the increasing revenue of the districts granted to him.

Article 13.

Mulhar Rao Holkar engages never to entertain in his service Europeans or Americans of any description, without the knowledge and consent of the British government.

Article 14.

HOLKAR.

In order to maintain and improve the relations of amity and peace hereby established, it is agreed, that an accredited minister from the British government shall reside with the Maha Rajah Mulhar Rao Holkar, and that the latter shall be at liberty to send a Vakeel to the Most Noble the Governor General.

Article 15.

All the cessions made by this treaty to the British government or its allies, shall take effect from the date of this treaty, and the Maha Rajah relinquishes all claims to arrears from these cessions. The possessions lately conquered by the British government, shall be restored to the Maha Rajah.

The perwannahs for the mutual delivery of these cessions shall be issued without delay, and the Forts ceded shall be given up with their military stores and in all respects in their present condition.

Article 16.

The English government engages that it will never permit the Peishwa, (Sree Munt) nor any of his heirs and descendants, to claim or exercise any sovereign rights or power whatever, over the Maha Rajah Mulhar Rao Holkar, his heirs and descendants.

Article 17.

This treaty consisting of seventeen articles, has been this day settled by Brigadier General Sir John Malcolm, acting under the direction of His Excellency Lieutenant General Sir Thomas Hislop, Baronet, on the part of the Honourable Company, and by Tantiah Jogh, on the part of Mulhar Rao Holkar, Sir John Malcolm has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Tantiah Jogh to be forwarded to Maha Rajah Mulhar Rao Holkar, and has received from the said Tantiah Jogh a counterpart of the said treaty, signed and sealed by him.

Sir John Malcolm engages, that a copy of the said treaty, ratified by the Most Noble the Governor General, in every respect a counterpart of the treaty now executed by himself, shall be delivered to Tantiah Jogh to be forwarded to the Maha Rajah, within the period of one month, and on the delivery of such copy to the Maha Rajah, the treaty executed by Sir John Malcolm, under the immediate direction of His Excellency Sir Thomas Hislop, Baronet, shall be returned; and Tantiah Jogh in like manner engages that another copy of the said treaty, ratified by the Maha Rajah Mulhar Rao Holkar, in every respect the counterpart of the treaty now executed by himself, shall be delivered to Sir John Malcolm, to be forwarded to the Most Noble the Governor General, within the space of two days from this date, and the delivery of such copy to the Most Noble the Governor General, the treaty executed by Tantiah Jogh, by virtue of the full powers and authority vested in him, as above mentioned, shall also be returned.

Done at Mondesoor, this sixth day of January A.D., one thousand eight hundred and eighteen, on the twenty-ninth day of Suffer, in the year of the Hegira 1233.

(Signed)

JOHN MALCOLM,
Br.-Genl. P.A.G. GL.

Seal.

Seal.

(Signed)

VITUL PUNT TANTIAH JOGH.

Governor
General's
Small Seal.

(Signed)

HASTINGS.

Ratified by His Excellency the Governor General, in camp at Oochar, this 16th day of January, 1818.

(Signed)

J. ADAM,

Secy. to the Gov. Genl.

HOLKAR.

Our opium engagements with Holkar and other States in that quarter need not be noticed, ■ they were not of ■ political character, and ceased on the abandonment of the opium monopoly in Central India.

Mulhar Rao Holkar died in 1833 ; he left no issue, but his widow had in his last moments adopted a child of the tribe, named Martund Rao Holkar, who was placed upon the Guddee, another competitor for which soon appeared in the person of Hurree Rao Holkar, a cousin of the late Mulhar Rao. Martund Rao's party gave way, and in April 1834, Hurree Rao was installed on the Guddee. He died in 1843 ; and, having no issue, ■■ succeeded by Kundee Rao, who died next year. There being no legal successor to the Holkar State, Government acquiesced in the elevation of ■ cousin of the late Kundee Rao, to the Chiefship, under the style and title of Jeswunt Rao Tookajee Holkar.

DHAR.**DHAR.**

The Powars of Dhar ■■ descended from a Rajpoot family who had migrated into the Deccan. When Bajee Rao began his incursions into Malwa, he gave an important command to Ondajee Powar, who had previously been ■ chief of some note. Ondajee acquired some territory about Dhar, but never rose to great power. Having incurred the displeasure of the Peishwa, he was imprisoned, and his brother, Anund Rao, placed at the head of the family. As this event occurred before the division of Malwa among the Mahrattas, Anund Rao Powar is considered as the founder of Dhar, from the government of which, it is said, that his ancestors had been expelled seven centuries before.

Anund Rao died in 1749, and was succeeded by his son, Jeswunt Rao Powar. This distinguished leader fell at the battle of Paniput, and was succeeded by his infant son, Kundee Rao. From this period the State of Dhar declined in importance.

Kundee Rao was succeeded by a posthumous son, named Anund Rao, whose reign appears to have been a continued struggle for existence, his Principality being alternately despoiled and devastated by Scindiah and Holkar.

Anund Rao died about 1807, and was also succeeded by a posthumous son, named Ram Chunder Rao Powar. The government devolved on his mother, Meenah Bai, who, by her talents, courage, and resolution, preserved the Dhar State until it came under British protection in 1817. Anund Rao died early ; but his mother, as authorized by Hindoo law, adopted her sister's son, and seated him on the Musnud, under the name of Ram Chunder Powar.

At the commencement of 1817 Dhar was the only possession that remained to Ram Chunder Powar, and his whole revenue did not exceed 35,000 Rupees. Budnawar was restored by Scindiah, and Baerseah, on its conquest from the Pindarries, was granted to the Rajah of Dhar, with whom the following Treaty was contracted :

CLXXXV.

TREATY between the Honourable the ENGLISH EAST INDIA COMPANY and RAMCHUNDER RAO POWAR, Rajah of DHAR, his heirs and successors, concluded on the part of the Honourable East India Company by Brigadier General Sir John Malcolm, K.C.B. and K.L.S., Political Agent for the Most Noble the Governor General, and Bapoo Ragonant, on the part of Ramchunder Rao Powar, Rajah of Dhar, the said Brigadier General Sir John Malcolm being invested with full power and authority by the Most Noble Francis Marquis of Hastings, K.G., one of His Britannic Majesty's Most Honourable Privy Council, appointed by the East India Company, to direct and control their affairs in the East Indies, and the said Bapoo Ragonaut being invested with like power and authority from Ramchunder Rao Powar, Rajah of Dhar.

Article 1.

There shall be perpetual peace, friendship, and unity of interests between the British government and Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors, and the friends and enemies of the one State shall be the friends and enemies of the other.

Article 2.

DHAR.

Ramchunder Rao Powar, Rajah of Dhar, agrees to act in subordinate co-operation with the British government, and to have no intercourse or alliance private or public, with any other State, but secretly and openly to be the friend and ally of the British government, and at all times when that government shall require, the Rajah of Dhar shall furnish troops (infantry and horse) in proportion to his ability.

Article 3.

The British government agrees to protect the State of Dhar and its dependencies, viz. Budnawar, Bairseah, Kooksee, Derhampoor, Sooltaunabad, Bulkiar, Naulcha, Loaree, and Khurwarrah, in the province of Jowut and Lall Ghur, Doongla, and to secure them and the tribute of Allee to Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors.

Article 4.

The British government agrees to make Jeswunt Sing, Rajah of Allee, restore the pergunnah of Kooksee and tribute of Allee to Ramchunder Rao Powar, Rajah of Dhar; and further to aid the said Rajah of Dhar in all his legitimate claims upon the Rajpoot chiefs of Budnawar.

Article 5.

Ramchunder Rao Powar, Rajah of Dhar, agrees, upon the part of himself, his heirs and successors, to make over to the British government, in lieu of the expence it may incur by protecting his country, all his tributary rights in the principalities of Banswarra and Doongurpore.

Article 6.

The British government agrees to restore to Ramchunder Rao Powar, Rajah of Dhar, the province of Bairseah, lately conquered from the Pindarries, upon the following stipulations: viz, that the British government retain possession of the aforesaid pergunnah, for a term of five years, commencing from the 29th day of March, A.D. 1819, corresponding to the month of Chyete Soodee Pourrah, 1876 Sumbut Bicker Majete, and to twenty-ninth day of the month Jumadee-ool-Awul 1234 Hegira, for the purpose of liquidating a loan of two lacs and fifty thousand Hanglee rupees (H. Rs. 2,50,000) to be made by the British government to the State of Dhar; upon the expiration of the above term on the twenty-ninth of March, A.D. 1824, corresponding to the twenty-ninth of Jumadee-ool-Awul, 1239 Hegira, all the gain or loss occurring from the possession of the pergunnah to belong exclusively to the British government, who is to have the option of continuing to hold the pergunnah from the Dhar government, or to let it to any other State, as it may deem expedient, it being distinctly understood that Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors are to have no claim to exercise authority in the said pergunnah, which is to be confined to the management of the British government, who will pay to the Dhar State the revenue and produce of the aforesaid pergunnah.

This treaty, consisting of six articles, has this day been settled by Brigadier General Sir John Malcolm, K.C.B. and K.L.S., Political Agent for the Most Noble the Governor-General, on the part of the Honourable the English East India Company, and Bapoo Ragonaut on the part of Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors, Brigadier General Sir John Malcolm, K.C.B. and K.L.S. has delivered one copy thereof in English, Persian and Hinduvee, signed and sealed by himself, to the said Bapoo Ragonaut, from whom he has received a counterpart of the same, bearing his seal and signature, and confirmed by that of Ramchunder Rao Powar, Rajah of Dhar.

Brigadier General Sir John Malcolm, K.C.B. and K.L.S., engages that a copy of the said treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the treaty executed by himself, shall be delivered to Bapoo Ragonaut within the space of two months from this date, upon which the now executed shall be returned.

DHAR.

Done at Budnawur, this 10th day of January, A.D., 1819, corresponding to the 12th of the month Rubee-ool-Awul, 1234 Hegira, and to Poos Soodee Chowdas Sumbut 1875 Biker Majete.



(Signed)

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HASTINGS.

G. DOWDESWELL.

JAS. STEWART.

J. ADAM.

Governor
General's
Small Seal.

Ratified by His Excellency the Most Noble the Governor-General in Council, this thirteenth day of March, A.D. 1819.

(Signed)

C. T. METCALFE,

Secretary.

In 1821 the Government of Dhar made over the district of Bairseah to the British Government under the annexed Engagement:

No. CLXXXVI.

ENGAGEMENT between the HONOURABLE EAST INDIA COMPANY and RAJAH RAMCHUNDER RAO POWAR, of DHAR, as follows:

Article 1.

Rajah Ramchunder Rao Powar consents to cede, in perpetuity, to the Honourable Company, the district of Bairseah and the tribute of Allee Mohun.

Article 2.

The Honourable Company stipulates, in consideration of these two cessions, to pay annually to Rajah Ramchunder Rao Powar, his heirs and successors, the sum of one lack and ten thousand rupees of the Indore or Oogain currency.

Article 3.

Whereas, it was agreed by the sixth article of the treaty concluded between the Honourable Company and the State of Dhar, on the 10th January A.D. 1819, (12th of Rubbee-ool-Awul 1234 Hegira, and 14th Poos Soodi 1875 Sumbut,) that the district of Bairseah should, in compensation of a loan from the British government to Dhar, of two lacks and fifty thousand rupees, remain in possession of the British government for a period of five years, viz. from the 27th March A.D. 1819, (29th Jummad-oos-sanee, 1234 Hegira, and the 15th Chyt Soodi, 1876 Sumbut), till the 27th March A.D. 1824, (29th Jummad-ool-Awul 1239 Hegira and 15th Chyt Soodi ending 1880 Sumbut), it is to be understood, that that arrangement remains undisturbed by any term of the present engagement, and accordingly the payment by the British government to Dhar of one lack and ten thousand rupees will not commence till after the expiration of the five years aforesaid, that is, till the year 1881 Sumbut.

Article 4.

But, the two cessions aforesaid are virtually made to the British government from the date of this engagement, the British government agrees, that from the date it commences to exercise the rights acquired by the cession of the Allee (Mohun) tribute, it will pay to Dhar at the rate of ten thousand rupees per annum of Indore or Oogain currency till the 27th day of March, 1824.

Article 5.

The annual amount of one lack and ten thousand rupees of Indore or Oogain currency, to be paid by the British government to Dhar, will be liquidated by two equal instalments of fifty-five thousand rupees each, viz. one in the month of Koowar, and the other in the month of Chyt of each Hindoo year. Those for the first year corresponding with August A.D. 1824, and February A.D. 1825.

Done at Dhar, this eighteenth day of December, in the year of our Lord 1821, corresponding with the 22d Rubbee-ool-Awul, 1237 Hegira, and the 9th Buddee Marghsir, 1878 Sumbut Bikramajeet.

DHAR.

(Signed) N. ALVES,
2d Assistant, on deputation.

Seal. Seal of Rajah Ramchunder Rao.

Company's
Seal.

(Signed) HASTINGS.
" JAS. STUART.
" JOHN FENDALL.

Ratified by the Governor-General in Council, at Fort William, this twenty-sixth day of January, one thousand, eight hundred and twenty-two.

(Signed) GEO. SWINTON,
Secretary.

Finding that the above was a losing bargain, the revenue collected falling far short of the sum payable, Baerseeah was given back to Dhar in 1831, but the Home Authorities considered this proceeding towards a feeble ally unfair, and directed that the engagement of 1821 should be adhered to; consequently Baerseeah was again taken possession of in 1835, in accordance with the engagement of 1821, and the stipulated payment on its account continues to be made to the Dhar State.

DEWASS.

DEWASS.

The Powars of Dewass are the descendants of two brothers, Tookajee and Jewasjee, who came into Malwa with Bajee Rar, from whom they obtained Dewass and other districts, which they jointly ruled ■ do still their descendants. During the thirty years that preceded the establishment of British supremacy in Central India, the Powars of Dewass suffered the extreme of misery; their principality being continually plundered by Scindiah, Holkar and the Pindarries. The following is the Engagement by which British protection was extended to Dewass:

No. CLXXXVII.

ENGAGEMENT between the HONOURABLE the EAST INDIA COMPANY and the MAHA RAJAHS TOOKAJEE POWAR and ANUND RAO POWAR, joint Rajahs of DEWASS, their heirs and successors, settled by Lieutenant Alexander MacDonald, acting under Authority from Brigadier General Sir John Malcolm, K.C.B. and K.L.S., Political Agent to the Most Noble the Governor-General, on the part of the Honourable the East India Company, and Succaram Bapoo on the part of the Maha Rajahs Tookajee Powar and Anund Rao Powar, joint Rajahs of Dewass. The said Brigadier General Sir John Malcolm being invested with full powers and authority from the Most Noble Francis, Marquis of Hastings, K.G., one of His Majesty's Most Honourable Privy Council, Governor-General in Council, appointed by the Honourable Company to direct and control all the affairs in the East Indies, and the said Succaram Bapoo being duly invested with full powers on the part of Tookajee Powar and Anund Rao Powar, joint Rajahs of Dewass.

Article 1.

The British government will grant its protection to the Maha Rajahs Tookajee Powar and Anund Rao Powar, joint Rajahs of Dewass.

DEWASS.

Article 2.

The Rajahs Tookajee Powar and Anund Rao Powar engage that in addition to the attendants of their persons and the sebundies of the country, they will keep up and regularly pay 50 good horse and 50 foot, well armed, who shall be at the disposal of the British government, and after three years, as the revenues of the aforesaid Rajahs of Dewass will be augmented by the increase of inhabitants and cultivation 100 horse and 100 foot shall be kept up, and be at the disposal of the British government.

Article 3.

The British government will protect the Rajahs of Dewass in their present possessions of the Mahals of Dewass, Sarungpore, Allote Goorgoocheh, Ringnowde, Bunghowde, as well as the share of the collections amounting to 7 per cent. of the third part of the province of Sundursee belonging to the Rajah Ramchunder Rao Powar, of Dhar, and an equal share, viz. 7 per cent. of the collection of the province of Doongelah belonging to the aforesaid Rajah of Dhar. The British government will further protect the Rajahs of Dewass against the attacks of enemies, and will aid them in the settlement of any of their rebellious subjects and will mediate in a just and amicable manner any dispute that may arise between them and other States and petty chiefs.

Article 4.

The Rajahs of Dewass engage to have no intercourse or communication with any other States and to enter into no affair of any magnitude without the advice and concurrence of the said British government.

Article 5.

The British government agrees to consider the Rajahs Tookajee Powar and Anund Rao Powar in every respect the Rulers of their present possessions, and engages to give no protection to any of their discontented relations or dependants, and not to interfere in the internal administration of the country.

Article 6.

The Rajahs of Dewass relinquish their claim of 7 per cent. on the collections of the province of Doongelah belonging to Rajah Ramchunder Rao Powar, of Dhar, in favour of that chief from the beginning of the year 1876 to the beginning of the year 1879, Bekurmajeet, in order that the above said province which is now entirely desolated may be again inhabited, and after the expiration of these three years, the Rajahs of Dewass will consider themselves entitled to their share of 7 per cent. on whatever sum may be realized after the deduction of expences.

Article 7.

The Rajahs of Dewass, with a view to the improvement of their possessions, agree to act by an union of authority and to administer the affairs of their provinces through one public minister or chief officer.

Article 8.

This engagement, consisting of eight articles, has been this day settled by Lieutenant Alexander MacDonald, acting under the direction of Brigadier General Sir John Malcolm, K.C.B. and K.L.S., Political Agent to the Most Noble the Governor General on the part of the Honourable Company, and by Succaram Bapoo on the part of Tookajee Powar and Anund Rao Powar, joint Rajahs of Dewass. Lieutenant MacDonald has delivered one copy thereof in English, Persian, and Mahratta, signed and sealed by himself, to the said Succaram Bapoo to be by him delivered to the Maha Rajahs Tookajee Powar and Anund Rao Powar, and has received from the said Succaram Bapoo a counterpart of the said engagement, signed and sealed by himself.

Lieutenant MacDonald engages that a copy of the said engagement, ratified by the Most Noble the Governor General, in every respect a counterpart of that now executed by himself, shall be delivered through Succaram Bapoo to

the Maha Rajahs Tookajee Powar and Anund Rao Powar, within the period of two months and on the delivery of such copy to the Maha Rajahs, this engagement, executed by Lieutenant Macdonald under the immediate direction of Brigadier General Sir John Malcolm, shall be returned, and Succaram Bapoo in like mannner engages that another copy ratified by the Maha Rajahs Tookajee Powar and Anund Rao Powar, in every respect the counterpart of the engagement now executed by himself, shall be delivered to Lieutenant MacDonald, to be forwarded to the Most Noble the Governor General within the space of the following day (to-morrow,) and on the delivery of such copy to the Most Noble the Governor General, the engagement executed by Succaram Bapoo, by virtue of the full power and authority vested in him as above-mentioned, shall also be returned.

DEWASS.



(Signed) HASTINGS.
G. DOWDESWELL.
J. STUART.
C. M. RICKETTS.

Ratified by the Governor General in Council, at Fort William, this 12th day of December, 1818.

(Signed) J. ADAM,
Chief Secretary to the Government.

BHOPAUL.

BHOPAUL.

Dost Mahomed, the founder of the Bhopaul family, came in his youth from Affghanistan and took service from Aurungzebe, by whom he was sent to Malwa. His conduct there soon obtained for him the superintendence of Baersiah. In return for military assistance rendered to him by the Affghan adventurer, Newal Shah, the Raja of Gunnour made over to him the town and lands of Bhopaul, in order that he might settle there with his family and Affghan adherents. Shortly afterwards he treacherously seized Gunnour. About the same time he built a Citadel within the limits of the town of Bhopaul, which he named Futtyghur. He died about 1723, when the minister placed his son, Mahomed Khan, on the Musnud, in supercession of his elder, but illegitimate son Yah Mahomed Khan; who, by the aid of the Nizam, upset this arrangement, and compelled his brother, Sultan Mahomed Khan to abdicate. Although the Patan Chiefs allowed Yar Mahomed to exercise all the functions of royalty, yet they refused to allow him the title of Prince, on account of his illegitimacy.

There are few particulars given of Yar Mahomed's life. He was succeeded by his eldest son, Tez Mahomed Khan, whose accession was contested by his uncle, Mahomed Khan. An appeal was made to arms: Mahomed Khan was worsted, but in the end, an agreement was made, by which Rathgurrh and its dependencies were bestowed on him and his descendants; he, on his and their part, relinquishing all claim to the sovereignty of Bhopaul.

About this time Bajee Rao, being in the vicinity of Bhopaul with his army, demanded in the name of the Emperor, whom he represented — Soobadar of Malwa, restitution of the territories which the Bhopaul Patans had usurped. Resistance being vain, the Minister of Bhopaul, Byjeeram, gave up one half of its territories in order to save the remainder, which was then confirmed to the family by the Peishwa.

Tez Mahomed Khan was a recluse, of weak intellect, and during his long reign of thirty-eight years, the authority of the State was in the hands of his Dewans. Byjeeram, who was succeeded as Dewan, by his son, Gassy Ram, who was soon after murdered, were his three successors.

The Nabob Tez Mahomed was succeeded by his brother, Yassein Mahomed, who survived him only a few days, when another brother, Heyat Mahomet Khan, was proclaimed Nabob. He was also a recluse. He had taken four young men, of Hindoo parentage, into his family, the eldest of whom, Fowlad Khan, was Minister, when Colonel Goddard's detachment passed through the Bhopaul en route to Surat, in 1778. The detachment experienced the most friendly assistance from the Government of Bhopaul, to which the success of this wonderful enterprise was mainly ascribable. Soon after this Fowlad lost his life in a family quarrel, when Chutta Khan obtained the Dewanship, through the influence of the widow of Yar Mahomed, a Princess of conspicuous talents and virtue. Chutta Khan was a wise and benevolent Ruler. His justice rendered him obnoxious to the

BHOPAUL.

turbulent Patan chiefs, who formed several unsuccessful plots against his power and life. Shortly after his death the conduct of the government fell into the hands of the Nabob's favourite wife, and a eunuch, of the name of Ghul Khojah.

They called in the aid of one of Scindiah's Generals to oppose the Raja of Nagpore, who had seized the Fort of Hussungabad, and was plundering the Bhopaul territories.

At this juncture Vizier Mahomed made his appearance at Bhopaul, equipped as a soldier of fortune. He was the son of Sherriff Mahomed, who had lost his life in a revolt during the administration of Chutta Khan, and had since been an exile. Vizier Mahomed had acquired the profession of a soldier in the service of marauding chiefs, and was received with joy by his relative, the Nabob, who prophetically hailed him as the future saviour of Bhopaul. The period was favourable for the exertion of Vizier Mahomed's courage and talents; and his fame rose so rapidly, that within eight months after his return, he was the popular candidate for the office of Dewan. The Nabob — in favour of his elevation, but the influence of the heir apparent, Ghous Mahomed and his mother, prevailed against him, and the office was conferred on Mooreed Mahomed Khan, the grandson of Mahomed Khan and Chief of Rathgurrh.

The new Dewan at first affected a mild and conciliatory disposition, but soon threw off the mask and displayed a cruel, vindictive and rapacious character. Having, by torture, extorted money from all whom he suspected of possessing any; he caused the wife of the Nabob, to whom he owed his elevation, to be assassinated, and seized her wealth.

The next person whom he marked out for destruction was Vizier Mahomed: several plots were laid for his life, which were foiled by his judgment and valour. At length the Dewan and Vizier Mahomed came to an open rupture. The former engaged the Mahrattas in his support, and put them in possession of Futtyghur. On learning this disgraceful proceeding, Vizier Mahomed approached, with all the troops he could collect, towards the Capital. This induced the Dewan and his Mahratta auxiliaries to move out of Futtyghur, which was left in charge of the notorious Ameer Khan, to whose custody Ghous Mahomed, the son of the nominal Nabob, was also committed.

Vizier Mahomed had several sharp conflicts with the Mahrattas, in which he displayed great talents and courage. In the mean time the critical state of Scindiah's own affairs compelled him to withdraw his troops from Bhopaul. The Mahratta Commander carried the Dewan with him to Seronge, and threatened him with torture, unless he gave up the treasure he was known to possess; but fear and confinement brought on an illness of which he died.

Ameer Khan surrendered Futtyghur and Ghous Mahomed to Vizier Mahomed Khan, who now assumed the office of Dewan, and soon gained additional renown by the re-capture in 1803, of Hussungabad, from the Mahrattas, with whom he, for several years carried on a desultory warfare, strengthening himself, — occasion required, by the assistance of the Pindarries.

Ghous Mahomed, the heir apparent, regarded Vizier Mahomed with hatred and jealousy, and entered into a league with Kurreem, the Pindarry Chief, to subvert his authority. The attempt failed, and Ghous fled to Scindiah's camp. To obtain Scindiah's support, he engaged to surrender to him the Fort of Islamnuggur, besides large pecuniary payments. Scindiah acceded to the terms; and from the knowledge of his having secured Scindiah's support, Ghous Mahomed Khan experienced no opposition from the Dewan on his return to Bhopaul.

Not long after these occurrences the Nabob Heyat Mahomed died, and was succeeded by his son, Ghous Mahomed. The same year Hussungabad was again captured by the Raja of Nagpore, one of whose Generals was invited by the imbecile Nabob to Bhopaul. Indignant at such despicable proceedings, Vizier Mahomed retired to the Fortress of Gunnour. After six weeks Sadick Ali, the Nagpore General, left Bhopaul, leaving a garrison in Futtyghur, which Vizier Mahomed surprised and captured, when he put several of the Nabob's evil advisers to death. Next year he recovered the territories of Bhopaul, north of the Nerbudda. He joined Ameer Khan against the Raja of Nagpore. Ameer Khan attacked the Nagpore troops, when the Nabob's superstitious notions prevented his joining him, and was routed. The Nabob afterwards engaged the victorious army which he forced to give ground, but numbers being too great against him, he acquired only honour from his success. About this time he made several unsuccessful efforts through the Resident at Nagpore, to form an alliance with the British government.

Vizier Mahomed had been compelled by a sense of self-preservation to connect himself with the Pindarry leaders and Ameer Khan. This circumstance placed him in some hazard of being attacked by the army under Sir Barry Close, which co-operated in 1809, with the Raja of Nagpore against Ameer Khan. The Nabob explained his conduct, pointing out the necessity under which he had acted, and earnestly implored British protection.

In 1812 Scindiah determined to conquer Bhopaul. Towards the end of 1813 Juggoo Bappoo invested the Capital with an army of 76,000 men. The defence was equal to any recorded in history. After a siege of nine months and the loss of many thousand men; the Mahrattas withdrew to prepare for its renewal after the monsoon. The Mahratta Commander was joined by General Baptiste, with eight battalions and 40 guns; the fate of Bhopaul seemed inevitable, when the Resident at Gwalior called upon Scindiah to desist from the further prosecution of hostilities against Bhopaul. In consequence of this interposition, the siege was not renewed and Bhopaul was saved.

Vizier Mahomed died in 1816, and was succeeded by his second son, Nuzzur Mahomed, who had married the daughter of the Nabob Ghous Mahomed. The early endeavours of Nuzzur Mahomed were directed to the favourite object of his father's life, a treaty with the British government.

The impolicy of extending our political relations so far beyond our own frontier, had hitherto deterred the Government from acceding to the Nabob's wishes, but the enormities committed by the Pindarries constrained Lord Hastings in 1817 to depart from this line of policy.

At the commencement of the campaign of 1817, an Engagement, which was never reduced to the form of a Treaty, was concluded with the Nabob, guaranteeing the Bhopaul territory to its actual Ruler, and stipulating for his co-operation with the British army during the ensuing war. The Nabob performed his part of this engagement with zeal and fidelity, and on the termination of the war the subjoined Treaty was formed with him:

No. CLXXXVIII.

TREATY between the Honourable the EAST INDIA COMPANY and the Nawaub NUZZER MAHOMED KHAN, Ruler of BHOPAUL, concluded by Captain Josiah Stewart, on the part of the Honourable Company, in virtue of full powers granted by His Excellency the Marquis of Hastings, K.G., Governor General, &c. &c., and by Kurrum Mahomed Khan Behauder and Shah Zad Musseeh Saheb on the part of the Nawaub Nuzzur Mahomed Khan, in virtue of full powers granted by the Nawaub.

Article 1.

There shall be perpetual friendship, alliance and unity of interests between the Honourable the East India Company and the Nawaub of Bhopaul, his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both.

Article 2.

The British government engages to guarantee and protect the principality and territory of Bhopaul against all enemies.

Article 3.

The Nawaub of Bhopaul and his heirs and successors will act in subordinate co-operation with the British government and acknowledge its supremacy, and will not have any connection with other Chiefs and States.

Article 4.

The Nawaub and his heirs and successors will not enter into negotiation with any Chief or State without the knowledge and sanction of the British government. But their usual amicable correspondence with friends and relations, and necessary correspondence with neighbouring zemindars and managers on matters of small importance shall continue.

Article 5.

The Nawaub and his heirs and successors will not commit aggression on any one. If, by accident, disputes arise with any one, they shall be submitted to the arbitration and award of the British government.

Article 6.

The State of Bhopaul shall furnish a contingent of six hundred (600) horse and four hundred (400) infantry, for the service of the British government whenever required, and when necessary the whole of the Bhopaul forces shall join the British army, excepting such a portion as may be requisite for the internal administration of the country.

Article 7.

The British troops are to be at all times admitted into the Bhopaul territory (the commanding officers of such troops using their utmost endeavour to prevent injury to the crops, or other damage), and if necessary shall camp there, in which event the Nawaub engages, for himself, his heirs and successors, on application to that effect, to cede to the British government to serve as a depôt, the Fort of Nuzzerghur or of Goolgawn, with ground to the distance of 2,000 yards all round the Fort.

BHOPAUL.

Article 8.

The Nawaub, his heirs and successors will afford every facility to the British troops in obtaining supplies; and all articles of supply required for them shall be purchased in and pass through the Nawaub's territory free of duty.

Article 9.

The Nawaub and his heirs and successors shall remain absolute Rulers of their country, and the jurisdiction of the British government shall not in any manner be introduced into that principality.

Article 10.

The Nawaub having exerted himself and employed the resources of his government with zeal and fidelity in the late service against the Pindarries, the British government, in order to mark its approbation of his conduct and to enable him to maintain the stipulated contingent, hereby grants to the Nawaub, his heirs and successors, in perpetuity, the five meahuls of Ashta, Jehawur, Sehore, Dooraha and Deveepoora, to be held by them in exclusive authority.

Article 11.

This treaty consisting of eleven articles, having been concluded at Raiseen, and signed and sealed by Captain Stewart and by Kurrum Mahomed Khan Behauder, and by Shah Zad Musseeh Saheb, Captain Stewart engages to obtain the ratification of the Governor General within three weeks from this date, and Kurrum Mahomed Khan and Shah Zad Musseeh engage to obtain the ratification of the Nawaub Nuzzur Mahomed Khan in two days.

Done at Raiseen, this twenty-sixth day of February, A.D. one thousand eight hundred and eighteen, corresponding with the twentieth of Rubbee-ul-Sanee, twelve hundred and thirty-three of the Hegira.

Seal.

(Signed) J. STEWART.

Seal.

„

KURRUM MAHOMED KHAN.

The Nawab's
Seal.

Seal.

„

SHAH ZAD MUSSEEH SAHEB.

Memo: This treaty was ratified by His Excellency the Governor General at Lucknow, on the eighth day of March, one thousand eight hundred and eighteen.

Company's
Seal.

(Signed) HASTINGS.

Shortly after the conclusion of the foregoing treaty, Nuzzur Mahomed was accidentally killed, leaving a female child by the daughter of Ghous Mahomed. Meer Khan, the elder brother of Nuzzur Mahomed, had publicly resigned his birthright in his brother's favour; this abdication was not, however, held to bar the claims of his children; consequently his son, Mooner Mahomed Khan was declared his uncle's successor, whose daughter it was agreed he should marry; the widow of Nuzzur Mahomed being Regent during the minority.

In 1827 the young Nabob endeavoured to assert his authority. This was resisted by the Begum, who declared that the Nabob's physical defects rendered him unfit to be the husband of her daughter. A hostile encounter took place between her partizans and those of the Nabob, in which the former were successful. At last Mooner Mahomed Khan resigned his pretensions to the hand of the Princess in favour of his younger brother, Jahangir Mahomed Khan.

The Regent Begum was extremely averse to the surrender of the power and authority of the State into the hands of the young Nabob. In order to put off an event so repugnant to her feelings she deferred the celebration of his marriage with her daughter, Secundra Begum, as long as she possibly could; but finding further postponement impracticable, she at last consented, and the solemnization of the marriage took place in 1835. Next year the Nabob formed a plot for the seizure of the Begum, but his resolution failed at the moment of execution. The discovery of this plot caused a reaction among the chiefs against the Nabob, and he was placed under some restraint. He however, effected his escape, and collecting troops appealed to arms, and an engagement took place at Ashta, with considerable loss on both sides, but no decisive result.

At this stage of the business both parties accepted the proffered mediation of the British government. The decision was in favour of the Nabob, and the Begum received a jaghire worth 60,000 rupees per annum. The Nabob was formally placed on the Musnud on the 29th November, 1837; and Secundra Begum was delivered of a daughter in July, 1838.

The Nabob Jahangir Mahomed Khan died in December, 1844, and was succeeded by his daughter, Shah Jehan Begum, on the understanding that a suitable marriage should be arranged for her, and that her husband should be the Ruler of Bhopaul.

BHOPAUL.

TONK.

TONK.

The notorious freebooter and mercenary leader Ameer Khan, was a native of Rohilcund. He first entered the service of a zemindar in Aheerwara, and was afterwards retained in the collection of the revenue by one of the Peishwa's officers in Malwa. On the death of Chutta Khan, the Dewan of Bhopaul, he entered into the service of that State, with six horse and sixty foot followers. About a year after he joined Doorjun Sal and Jey Sing, Ex-chiefs of Ragoogurh, who, being expelled from their country by Dowlut Rao Scindiah, subsisted, themselves and followers, by plunder. Ameer Khan had acquired some reputation among the Rajpoots, when, in consequence of an affray between some of them and his followers, in which he was himself wounded, he left Doorjun Sal and joined Scindiah's General, Balarim Inglia, who was then engaged in Bhopaul affairs. When the exigencies of Scindiah's own affairs compelled him to withdraw his troops from Bhopaul, Ghous Mahomed Khan and the Fort of Futtyghur were confided to Ameer Khan, who gave them up to Vizier Mahomed Khan. He remained six months in the service of Bhopaul, and then joined Jeswunt Rao Holkar. Upon Holkar's return from Hindoostan in 1805, Ameer Khan left him and joined the Raja of Jypore, in his contest with Maun Sing of Joudpore for the hand of the unfortunate Princess Kishen Kowar, of Odeypore. The Raja of Joudpore was reduced to the last extremity when he gained over Ameer Khan, who, deserting his allies, proceeded to ravage the Jeypore territories, and thus compelled the Raja to relinquish the siege of the Fort of Joudpore and hasten to the defence of his own dominions. Maun Sing was opposed by a strong party of his Thakoors, headed by Sevae Sing. Ameer Khan, for a reward of two lacs of rupees, and by an act of unparalleled atrocity, murdered Sevyee Sing, with his chief confederates.

After this Ameer Khan undertook an expedition against Nagpore, in which he was aided by the Nabob of Bhopaul. Some suspicions began to be entertained that he contemplated the subversion of the British, and restoration of the Mahomedan power in India. This, among other considerations, led in 1809, to the co-operation with the troops of Nagpore of a British force under Colonel Close, against Ameer Khan. Colonel Close pursued him as far as Seronge, but was unable to come up with him.

After releasing Jeswunt Rao Holkar from Dherma Kowur, Ameer Khan set about reconciling the Rajas of Jeypore and Joudpore; for, having extorted all he could from both parties, the contest was no longer conducive to his advantage, and he put an end to it by causing the death, by poison, of the ill-fated Princess, who had been its innocent cause. On the accomplishment of this diabolical deed he proceeded to Joudpore, which he soon reduced to the lowest state of poverty; on being desired by the Raja to leave the country he extorted all the money procurable, murdered the minister, and Deonath, the Raja's spiritual guide, and then retired to Jeypore. He was engaged in ravaging that country and besieging the Fort of Maddoo Rajapore, when the British army under Sir D. Ochterlony, advanced into Rajpootana for the suppression of that predatory system, of which Ameer Khan and his followers were the chief supporters. It was proposed that the territories he held of Holkar should be guaranteed to him and his heirs, in perpetuity. Having no prospect of successful resistance he accepted these liberal terms, and the subjoined Treaty was the result:

No. CLXXXIX.

ENGAGEMENT between the HONOURABLE ENGLISH EAST INDIA COMPANY and NAWAB UMEER-OO-DOWLAH MOHUMMUD UMEER KAHN, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honourable Company, in virtue of full powers from His Excellency the most Noble the Marquis of Hastings, K.G. Governor General, and Lalla Nurunjun Lal, on the part of the Nawab, in virtue of full powers from the said Nawab.

Article 1.

The British government guarantees to Nawab Umeer Khan and his heirs, in perpetuity, the possession of the places which he holds in the territories of Maha Rajah Holkar, under grants from the said Maha Rajah; and the British government takes those possessions under its protection.

Article 2.

Nawab Umeer Khan will disband his army, with the exception of such a portion as may be requisite for the internal management of his possessions.

Article 3.

Nawab Umeer Khan will not commit aggressions in any country. He will relinquish his connexion with the Pindarees and other plunderers, and will moreover co-operate, to the utmost of his power, with the British government for their chastisement and suppression. He will not enter into negotiations with any person whatever, without the consent of the British government.

Article 4.

Nawab Umeer Khan will deliver up to the British government all his gun and military equipments, with the exception of such a portion as may be requisite for the internal management of his possessions and the defence of his Forts, and shall receive in exchange an equitable pecuniary compensation.

Article 5.

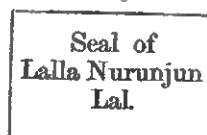
The force which Nawab Umeer Khan may retain shall attend at the requisition of the British government.

Article 6.

This engagement of six articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Lalla Nurunjun Lal; the ratifications of the same by His Excellency the Most Noble Governor General and Nawab Umeer Khan, shall be delivered at Delhi within one month from the present date, November 9th 1817.

(Signed) C. T. METCALFE.

L. S.



(Signed) HASTINGS.

This treaty was ratified by His Excellency the Governor General, in camp at Salyah, on the fifteenth day of November, one thousand eight hundred and seventeen.

(Signed) J. ADAMS,
Secretary to the Gov. Genl.

To the territories guaranteed to Ameer Khan, the Fort and district of Rampoora were afterwards added as a free gift from the British government. The presence of the force under Sir D. Ochterlony awed his followers, whom he had deceived as to the terms of the treaty, into dispersion, and the surrender of the guns. On the conclusion of these arrangements Ameer Khan settled down into the peaceful administration of his principality, worth about 15 lacs per annum. He died in 1834, and succeeded by his son, Wuzer Mahomed Khan.

TONK.

ODEYPORE.

ODEYPORE.

The Royal House of Odeypore is the most illustrious among the Rajpoots. It boasts of never having incurred the contamination of a matrimonial alliance with the Imperial House of Delhi; and of all the Chiefs of Rajpootana, none made so brave and persevering resistance to Mahomedan domination as the Ranas of Mewar.

About the year 1528 the Emperor Baber advanced with a powerful army against Rana Sanga, who had a short time before repelled a similar invasion by the Emperor Ibrahim Lodi. Sanga, though at first successful, was at last completely defeated by Baber. He retired with the wreck of his gallant army towards the hills, resolved never to enter his Capital, Cheetore, except in triumph. He did not long survive this defeat, and was succeeded in 1530 by his son, Rana Rutna, who reigned five years, and lost his life in a personal encounter while hunting with the Prince of Boondee. He was succeeded in 1535 by his brother, Bikramajeet.

This Prince, by his haughty demeanour, alienated the attachment of his chiefs. Bahadoor, the Sultan of Guzerat, taking advantage of their disaffection, invaded Mewar, defeated the Rana, and laid siege to Cheetore. This sacred Fortress was long and bravely defended, and when further opposition became vain, 1,300 females were immolated; then, throwing open the gates, the survivors of the devoted garrison rushed upon the enemy and sold their lives at the highest price.

The advance of Humayoon, son of Baber, compelled Bahadoor to retire towards Guzerat. Rana Bikramajeet was then restored to his Capital, but was shortly after deposed, and put to death by his Nobles.

After a short usurpation by Bunbeer, a spurious member of the family, the throne of Mewar was occupied by Rana Oody Sing, the youngest son of Rana Sanga. During his reign, or in 1568, Cheetore was taken by the Emperor Ackbar. Thirty thousand Rajpoots and 1,700 of the immediate kin of the Prince, are said to have fallen in the defence of this sacred place. Nine Queens and a great number of females perished in the flames or in the assault; for even the Princesses of this illustrious House are said to have fought on this occasion like common soldiers.

On the loss of his Capital, the Rana retired to the valley of the Girwo in the Aravulli, where he founded the city of Odeypore, henceforth the capital of Mewar. Oody Sing survived the loss of Cheetore only four years and was succeeded by his son, Pertab, who disdained submission to the conqueror. After sustaining repeated defeats, Pertab fled into the desert towards Scinde. Fortune suddenly turned in his favour. By the help of some money supplied by his minister, he collected his straggling adherents, surprised and cut to pieces the Imperial forces at Deweir, and followed up his advantage with such celerity and energy that in a short campaign he recovered nearly all Mewar, of which he retained undisturbed possession until his death.

Pertab was succeeded by his son, Umra, who enjoyed tranquillity during the remainder of Ackbar's reign. But his successor Jehangir, determined upon the entire subjugation of Mewar. In prosecution of this design he was twice defeated by Rana Umra. Alarmed at these defeats, Jehangir tried the experiment of setting up in Cheetore, Sugra, the brother of the late Rana Pertab, as Rana, in opposition to his nephew Umra. After seven years, Sugra, ashamed of his own apostacy from the national cause, put Rana Umra in possession of the ancient Capital. Jehangir equipped an overwhelming force to crush the Rana. This army, which was commanded by Purvez, the Emperor's son, got entangled in the Pass of Khamnor and was completely defeated. Jehangir then despatched Mohabut Khan, the ablest of his Generals, to take the command of the army. Mohabut's success falling far short of the Emperor's expectations, he removed the Imperial camp to Ajmeer with the avowed intention of placing himself at the head of the army employed against the Rana. The army was, however, really commanded by his son, Sultan Khoorum, afterwards Shah Jahan.

Although the Rajpoots had generally been successful in battle, yet their diminished numbers rendered further opposition to the colossal power of the Empire hopeless. In this state of things Rana Umra made his submission to the Emperor in 1613. He was magnanimously received by Jehangir, who lavished honours and distinctions upon him and his son, Kurrun Sing.

ODEYPORE.

Rana Umra's proud spirit could not brook dependence, however disguised, and in 1621 he abdicated in favour of his son, Kurrun, who died in 1628 and was succeeded by his son Juggut Sing, who was succeeded by his son Raj Sing in 1654. Shah Jahan's mother having been a Princess of the House of Jeypore, he was well disposed towards the Rajpoots, who enjoyed peace during his reign.

Aurangzebe's attempt to impose a capitation tax on Hindoos was successfully resisted by the Rajpoots, who defeated the Imperial armies in several sanguinary conflicts. An accommodation was, however, effected in 1681, by which the Emperor relinquished the odious tax. In the same year Rana Raj Sing died of his wounds, and was succeeded by his son, Jey Sing, who reigned in peace twenty years. He was succeeded by his son Umra.

Rana Umra took an active part in the contentions amongst the sons of Aurungzebe, whose intolerance had rendered him obnoxious to the Rajpoots, and led to the formation of a confederacy by the rulers of Mewar, Marwar, and Amber, for the purpose of throwing off Mahomedan supremacy. In 1713, during the reign of the Emperor Ferockser, the confederates commenced their operations by expelling the Mogul officers and razing the mosques which had been erected upon the sites of Hindoo temples.

This triple confederacy was but of short duration; Ajit Raja of Marwar, made separate terms with the Emperor, to whom he gave a daughter in marriage, and Rana Umra soon after concluded a treaty with the Emperor, which, though it admitted subordination, was in all other respects favourable. Umra Rana died in 1716, and was succeeded by Sangram Sing. During his reign, that is, from 1716 to 1734, the power of the Empire rapidly declined: the Soobadarries of Bengal, Oude, and Hyderabad rising to all but nominal independence out of its weakness, while the Mahrattas were rapidly rising into power.

Sangram was succeeded by his son, Juggut Sing II. The Emperor having ceded the choute to the Mahrattas, who were already in possession of Malwa and Guzerat, they exacted it from the States of Rajpootana as being dependencies of the Empire. In 1736 Bajee Rao concluded a treaty with the Rana, stipulating an annual payment to the Peishwa of 1,60,000 rupees.

The Odeypore family had ceased to intermarry with the other Rajpoot families, who had given daughters in marriage to the Imperial family. This exclusion was keenly felt; and the re-admission to the honour of matrimonial connexion with the Odeypore family was always stipulated in the coalitions formed by the Rajpoot Chiefs against the Emperors; and it was further agreed, that the sons of Odeypore Princesses should succeed the father in preference to elder sons by other mothers. This led to family dissensions, which the Mahrattas artfully turned to their own advantage.

On the demise of Sawaie Jey Sing of Jeypore, in 1743, his eldest son, Esuri Sing, was proclaimed Raja, but a strong party supported the claim of Madhu Sing, a younger son by the Rana's sister. The Rana espoused the cause of his nephew, and Esuri Sing obtained assistance from Scindiah. In an engagement which took place in 1747 the Rana was defeated. He then called in the aid of Holkar upon an engagement to pay him 64,00,000 rupees on the disposal of Esuri Sing. A dose of poison gave Madhu Sing the Guddee, and Holkar the 64 lacs.

Rana Juggut Sing died in 1752, and was succeeded by his son, Pertab, during whose short reign of three years, Mewar was oppressed by the Mahrattas. He was succeeded by his son, Rana Raj Sing, who reigned seven years, during which the ravages and exactions of the Mahrattas continued. He was succeeded by his uncle, Rana Ursi in 1762.

This Rana made himself unpopular with most of his Chiefs, who formed a party to depose him and set up a youth named Rutna Sing, alleged to be a posthumous son of the late Rana. A civil war ensued. Both parties applied for assistance to the Mahrattas, who were ever ready to act as armed arbitrators. Scindiah took the part of the Pretender. In a severe battle fought near Oojein about 1768, the Rana was defeated. Scindiah laid siege to Odeypore, which would have fallen, but for the talent and energy of the Dewar Umra Chund Burwa. After a protracted siege Scindiah agreed to raise it and abandon the pretender for a payment of 70 lacs of rupees. After the treaty had been signed, Scindiah, believing he could dictate his terms, demanded twenty lacs more. Umra indignantly tore up the treaty, and sent the fragments with defiance to Scindiah, who alarmed at the resolute spirit thus evinced by the garrison, made overtures for a renewal of negotiations, Umra replied, that he must deduct from the original terms the expense that had been occasioned by the Mahrattas' bad faith. At length Scindiah accepted 63½ lacs; thirty-three of which were paid, and the districts of Jawud, Jeerun, Neemuch and Morwun were mortgaged for the remainder. These lands were never recovered by Mewar. Morwun was made over to Holkar who, in 1771, extorted from the Rana the surrender of the district of Neembahaira. The province of Gadwar about the same time granted on feudal tenure to Jodhpore and last to Mewar. Rana Ursi was murdered by the heir apparent of Boondée, while on a hunting excursion. Ursi was succeeded by his son, Rana Hamir, who was a minor. His mother's ambition for power and the feuds among the Chiefs had well nigh dissolved the government.

Regardless of previous experience, the Queen mother, in 1775, invited the aid of Scindiah to reduce the Beygoo Chief who had revolted and usurped crown lands. Scindiah exacted for his own benefit a fine of 12 lacs from the refractory Chiefs, and took possession of the

districts of Ruttungurh, Keri and Singalli, and made ~~the~~ those of Irmia, Jauth, Beechor, and Nuddomay to Holkar. Up to this period the Mahrattas had extorted from Mewar 181 lacs of rupees and territory to the annual value of 28 lacs.

In 1778 the young Rana died, and was succeeded by his brother, Bheem Sing, then in the eighth year of his reign. The commencement of his reign was marked by sanguinary feuds among his Chiefs, which rendered his country an easy prey to the insatiate rapacity of the Mahrattas, who, for their own aggrandisement, identified themselves with all parties, by turns, and Mewar was alternately devastated by Scindiah and Holkar until it was rendered almost desolate.

The suit of the Raja of Jeypore for the hand of the Princess Kishna Kour had been favourably received by her father, the Rana. But Raja Maun Sing also advanced pretensions to the lady's hand, on the plea that she had been betrothed to his predecessor, and that the engagement was with the throne and not the individual occupant. This led to a ruinous war between Marwar and Jeypore. Having taken part on both sides, and finding the war no longer conducive to his own advantage, Ameer Khan instigated the minister of Odeypore to persuade the Rana to sacrifice his daughter to the peace of Rajwarra. The wretched father at last yielded to this unhallowed proposition, and poison was administered to the ill-fated Princess.

From this time, 1806, to 1817, Mewar continued to be ravaged by the Mahrattas and Ameer Khan.

On the suppression in 1817 of the predatory system which prevailed in Central India, it was resolved, chiefly with a view to prevent its revival, to extend British influence and protection over the States of Rajpootana. The Chiefs were accordingly invited to ally themselves with the British government, on the basis of acknowledging its supremacy, and paying a certain tribute, in return for external protection and internal independence. The Rana eagerly embraced the invitation, and the following Treaty was the result:

CXC.

TREATY between the Honourable the ENGLISH EAST INDIA COMPANY and MUHARANA BHEEM SING, Rana of OUDEEPORE, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honourable Company, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor General, and by Thakoor Ajeet Sing, on the part of the Muharana, in virtue of full powers conferred by the Muharana aforesaid.

Article 1.

There shall be perpetual friendship, alliance and unity of interests between the two States from generation to generation, and the friends and enemies of one shall be the friends and enemies of both.

Article 2.

The British government engages to protect the principality and territory of Oudeepore.

Article 3.

The Muharana of Oudeepore will always act in subordinate co-operation with the British government, and acknowledge its supremacy: and will not have any connection with other Chiefs or States.

Article 4.

The Muharana of Oudeepore will not enter into any negotiation with any Chief or State without the knowledge and sanction of the British government; but his usual amicable correspondence with friends and relations shall continue.

Article 5.

The Muharana of Oudeepore will not commit aggressions upon any one, and if by accident a dispute arise with any one, it shall be submitted to the arbitration and award of the British government.

Article 6.

One-fourth of the revenues of the actual territory of Oudeepore shall be paid annually to the British government as tribute for five years; and after that term three-eighths in perpetuity. The Muharana will not have any connection with any other power on account of tribute; and if any one advance claims of that nature the British government engages to reply to them.

ODEYPORE.

Article 7.

Whereas, the Muharana represents that portions of the dominions of Oudeepore have fallen by improper means into the possession of others, and solicits the restitution of those places: the British government, from want of accurate information is not able to enter into any positive engagement on this subject, but will always keep in view the renovation of the prosperity of the State of Oudeepore; and after ascertaining the nature of each case, will use its best exertions for the accomplishment of that object, on every occasion on which it may be proper to do so. Whatever places may thus be restored to the State of Oudeepore, by the aid of the British government, three-eighths of their revenues shall be paid in perpetuity, to the British government.

Article 8.

The troops of the State of Oudeepore shall be furnished according to its means, at the requisition of the British government.

Article 9.

The Muharana of Oudeepore shall always be absolute ruler of his own country, and the British jurisdiction shall not be introduced into that principality.

Article 10.

The present treaty of ten articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Thakoor Ajeet Sing Bahadoor; the ratifications of the same by His Excellency the Most Noble the Governor-General and Muharana Bheem Sing, shall be mutually delivered within a month from this date.

Done at Delhi, this 13th day of January, A.D. 1818.

(Signed) C. T. METCALFE,

L. S.

(Signed) THAKOOR AJEET SING.

Governor
General's
Small Seal.

HASTINGS.

Ratified by His Excellency the Governor-General, this 22d day of January 1818, in Camp, at Oochar.

(Signed) J. ADAM,
Secretary to the Governor-General.

Maha Rana Bheem Sing died in 1828 and was succeeded by his only son, Jowan Sing, who died in 1838, leaving no issue, and was succeeded by Surdan Sing, Chief of Bangore, the nearest heir of the family. He died in 1842, and was succeeded by his younger and adopted brother, Maha Rana Suroop Sing.

The State of Odeypore has assigned Mhairwar revenue, to the extent of 50,000 rupees per annum, towards the maintenance of the Mewar Bheel Corps.

JEYPORE.

JEYPORE.

The reigning family of Jeypore belong to the Cachwaha tribe of Rajpoots, who claim descent from Cush the second son of Rama, King of Oude.

Raja Baharwal was the first Prince of Jeypore who did homage to the Mahomedan power. He served under the Emperor Baber, and received from Humayoon a munsab of 5,000, as Raja of Jeypore. He was succeeded about 1586 by his son Bagwandas, who gave his daughter in marriage to Sultan Selim, afterwards Jehangir, the son of Ackbar.

Bagwandas was succeeded by his nephew, Maun Sing, who was the most distinguished officer of Ackbar's Court. He was a renowned general; and held successively the governments of Behar, the Deccan and Cabool.

On the death of Ackbar, Raja Maun Sing endeavoured to secure the throne for his relative, Prince Kushroo, in supercession of his father, Jehangir. The conspiracy failed, but Maun Sing was too powerful to be openly punished. He died in 1616.

The third in succession to Maun Sing was Jey Sing, usually called the Mirza Raja. He attached himself to the fortunes of Aurungzebe, into whose power he basely betrayed Prince Dara, the rightful heir. He subsequently performed great services to the empire, and received from Aurungzebe a munsab of 7,000. He made prisoner the celebrated Sevajee, the founder of the Mahratta nation, but finding that the pledge of safety he had given to his prisoner was to be violated, he aided his escape. Aurungzebe became jealous of Jey Sing's power and caused him to be poisoned. From his death, the State of Jeypore declined. He was succeeded by his son, Ram Sing, whose munsab was reduced to 4,000, and that of his successor, Bishen Sing to 3,000.

In 1699 Sowasee Jey Sing ascended the throne. He was a distinguished astronomer and the founder of Jeypore, the present Capital. In the ■■■ of succession which followed the death of Aurungzebe he opposed Bahadoor Shah, who in consequence sequestered his dominions, but Jey Sing soon expelled the Mahomedan Governor. He was subsequently appointed to the government of Malwa, in hopes that he might be able to stem the torrent of Mahratta invasion, but finding himself unequal to the contest, he consulted his own interests by making terms with the Peishwa. He reigned 44 years, and was succeeded by his eldest son, Esuri Sing, in 1742.

Esuri Sing's right to the throne was contested by Madhu Sing, a younger son, but his mother was a Princess of Odeypore, and it had been stipulated when this House consented to renew matrimonial connections with that of Jeypore, that the issue by the Odeypore Princess, should succeed in preference to elder sons by other mothers. The Rana supported the claims of his nephew. Both parties called in the Mahrattas. The cause of Esuri Sing being supported by Scindiah, and that of Madhu Sing by Holkar. Esuri Sing was carried off by poison, when Madhu succeeded; but the Mahrattas carefully maintained the footing they thus obtained in Jeypore.

Madhu Sing died in 1778, and was succeeded by his eldest son, Pirthi Sing. The administration was conducted by the mother of his younger brother, Pertab. The Queen Regent disgusted the Thakoors by her profligate conduct, but she maintained her power by means of a Mahratta army under the celebrated Ambajee. After a reign of nine years the young Raja died and was succeeded by Pertab, the ■■■ of the Queen Regent.

Pertab Sing reigned 25 years, during which Jeypore ■■■ alternately devastated by the Imperial armies under Nujiff Khan and the Mahrattas. Scindiah, in the name of the Emperor, exacted heavy contributions from the Rajpoot States, especially Jeypore. Pertab Sing resisted these exactions and expelled Scindiah's officers. To subdue this opposition, Scindiah marched at the head of a large army into the vicinity of Jeypore, where, in 1787 he sustained a signal defeat from the Rajpoots. But in 1791 Tookajee Holkar overran Jeypore, upon which he fixed an annual tribute, leaving an army in occupation of the country. During the remainder of Pertab's reign his country continued a prey to the different parties of Mahrattas, who often fought among themselves about the spoil. Pertab ■■■ succeeded by Juggut Sing in 1803.

In conformity with Lord Wellesley's policy of uniting the Rajpoot States into one grand confederacy, in alliance with the British government against the Mahrattas and predatory States, the following Treaty was concluded with Jeypore:

No. CXCI.

TREATY with the RAJAH of JEYPOOR, (or JYENAGUR) 1803.

Treaty of amity and alliance between the Honourable the English East India Company and Maha Rajah Dheeraj Raj Rajinder Sewasee Juggut Sing Behauder, settled by His Excellency General Gerard Lake, Commander in Chief of the British forces in India, in virtue of authority vested in him for that purpose by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Governor-General in Council of all the British possessions, and Captain-General of all the British land forces in the East Indies, in behalf of the Honourable the English East India Company, and by Maha Rajah Dheeraj Raj Rajinder Sewasee Juggut Sing Behauder, in behalf of himself, his heirs and successors.

Article 1.

A firm and permanent friendship and alliance is established between the Honourable the English Company and Maha Rajah Dheeraj Juggut Sing Behauder, and between their heirs and successors.

JEYPORE.

Article 2.

Whereas friendship has been established between the two States, the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

Article 3.

The Honourable Company shall not interfere in the government of the country now possessed by Maha Rajah Dheeraj, and shall not demand tribute from him.

Article 4.

In the event of any enemy of the Honourable Company evincing a disposition to invade the country lately taken possession of by the Honourable Company in Hindostan, Maha Rajah Dheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself to the utmost of his power in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

Article 5.

Whereas, in consequence of the friendship established by the second article of the present treaty, the Honourable Company become guarantees to the Maha Rajah Dheeraj, for the security of his country against external enemies, Maha Rajah Dheeraj hereby agrees, that if any misunderstanding should arise between him and any other State, Maha Rajah Dheeraj will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Rajah Dheeraj may demand aid from the Company's government. In the event above stated, it will be granted; and Maha Rajah Dheeraj agrees to take upon himself the charge of the expence of such aid, at the same rate as has been settled with the other Chieftains of Hindostan.

Article 6.

Maha Rajah Dheeraj hereby agrees, although he is in reality the master of his own army, to act during the time of war, or prospect of action, agreeably to the advice and opinion of the Commander of the English army which may be employed with his troops.

Article 7.

The Maha Rajah shall not entertain in his service, or in any manner give admission to, any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's government.

The above treaty, comprised in seven articles, has been duly concluded and confirmed, by the seal and signature of His Excellency General Gerard Lake, at Surhindee, in the Soobah of Akburabad, on the 12th day of December, 1803, of the Christian Æra, corresponding with the 26th of Shabaan, 1218 Hegira, and with the 14th of Poos, 1860 Sumbut; and under the seal and signature of Maha Rajah Dheeraj Raj Rajinder Sewaee Juggut Sing Behauder at _____ on the 12th day of December, 1803, of the Christian Æra, corresponding with the _____ of _____ 1218 Hegira, and with the _____ of _____ 1860 Sumbut. When a treaty, containing the above seven articles, shall be delivered to Maha Rajah Dheeraj, under the seal and signature of His Excellency the Most Noble the Governor-General in Council, the present treaty, under the seal and signature of His Excellency General Lake, shall be returned.



(Signed) WELLESLEY.

This treaty was ratified by the Governor-General in Council, on the 15th January, 1804.

(Signed) G. H. BARLOW.
G. UDNY.

Sir George Barlow dissolved the above alliance with Jeypore, notwithstanding the earnest remonstrances of the Durbar and Lord Lake against the injustice and impolicy of the measure. The Jeypore Agent observed to Lord Lake that this was the first time the English government had been known to make its faith subservient to its convenience.

The contest between Juggut Sing and Maun Sing for the hand of the Odeypore Princess, led to a war between Jeypore and Joudpore which was ruinous to both States, but highly beneficial to the Mahrattas, and Ameer Khan.

Jeypore was slow to enter into the protective alliance tendered by the British government in 1817. This reluctance was partly attributed to a latent fear on the part of the Durbar, that we might again break off the engagement whenever it suited our own convenience, leaving our ally to the vengeance of the Mahrattas. However, after much evasion and delay, the following Treaty was concluded:

No. CXCI.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and Maha Rajah SEWAE JUGGUT SING BEHAUDER, Rajah of JEYPOOR, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honourable Company, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor General, &c. &c., and by Thakoor Rawul Byree Saul Nattawut, on the part of Raj Rajinder Sree Muharaj Dheeraj Sewae Juggut Sing Behauder, according to full powers given by the Rajah.

Article 1.

There shall be perpetual friendship, alliance, and unity of interest between the Honourable Company and Maha Rajah Juggut Sing and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

Article 2.

The British government engages to protect the territory of Jeypoor, and to expel the enemies of that principality.

Article 3.

Maha Rajah Sewae Juggut Sing and his heirs and successors will act in subordinate co-operation with the British government, and acknowledge its supremacy; and will not have any connection with other Chiefs and States.

Article 4.

The Maha Rajah and his heirs and successors will not enter into negotiation with any Chief or State, without the knowledge and sanction of the British government; but the usual amicable correspondence with friends and relations shall continue.

Article 5.

The Maha Rajah and his heirs and successors will not commit aggressions on any one. If it happen that any dispute arise with any one, it shall be submitted to the arbitration and award of the British government.

Article 6.

Tribute shall be paid in perpetuity by the principality of Jeypoor to the British government, through the treasury of Delhi, according to the following detail:—First year, from the date of this treaty, in consideration of the devastation which has prevailed for years in the Jeypore country, tribute excused. Second year, four lacs of Delhi rupees. Third year, five lacs. Fourth year, six lacs. Fifth year, seven lacs. Sixth year, eight lacs.

Afterwards eight lacs of Delhi rupees annually, until the revenues of the principality exceed forty lacs.

And when the Rajah's revenues exceed forty lacs, five-sixteenths of the surplus shall be paid in addition to the eight lacs above mentioned.

Article 7.

The principality of Jeypoor shall furnish troops according to its means, at the requisition of the British government.

JEYPORE.

Article 8.

The Maha Rajah and his heirs and [redacted] shall remain absolute rulers of their territory and their dependants, according to long established usage; and the British civil and criminal jurisdiction shall not be introduced into that principality.

Article 9.

Provided that the Maha Rajah evince a faithful attachment to the British government, his prosperity and advantage shall be favourably considered and attended to.

Article 10.

This treaty of ten articles, having been concluded and signed and sealed by Mr. Charles Theophilus Metcalfe, and Thakoor Rawul Byree Saul Nattawut, the ratifications of the same, by His Excellency the Most Noble the Governor General, and Raj Rajinder Sree Maharaj Dheeraj Sewaee Juggut Sing Behauder, shall be mutually exchanged within one month from the present date.

Done at Delhi, this second day of April, A. D. 1818.

(Signed) C. T. METCALFE

L. S.

THAKOOR RAWUL BYREE
SAUL NATTAWUT.

L. S.

Small Seal of
the Governor
General.

(Signed) HASTINGS.

This treaty was ratified by His Excellency the Governor General, in camp near Toolseypoor, on the 15th of April, 1818.

(Signed) J. ADAM,
Secretary to the Govr. Genl.

On the 21st of December 1818, Juggut Sing died, and on the same day the minister placed upon the Guddee ■ son of the Ex-Raja of Narwar, by name Mohun Sing. But one of the Ranees subsequently gave birth to a son, when Mohun Sing was set aside, and the infant raised to the Guddee, under the name of Jey Sing, his mother assuming the Regency during his minority. During her Regency, that is from 1819 down to 1831, when she died, the Jeypore Durbar was one continued scene of corruption, intrigue, and misgovernment.

On the Ranees' demise, the full power of the State devolved upon the Raja, who continued Jotha Ram in his previous situation of minister.

The failure of every effort to obtain redress for the depredations committed ■ neighbouring States by marauders from Thoorawatti and Shekawatti, with the knowledge that the minister connived at and participated in their plunder, coupled with the reckless indifference with which, in despite of every remonstrance, the tribute had been allowed to fall into almost hopeless arrears, compelled our government to move a force into Jeypore for the purpose of correcting the evils complained of, and securing its own just interests. The strongholds in Shekowatti that had served as places of refuge to the marauders were destroyed, and the country was for ■ time retained under British superintendence; the plunderers were formed into ■ body of irregular cavalry, or otherwise provided for; and ■ security for our pecuniary claims the Sambur Lake and district were sequestered.

Scarcely had Major Alva settled these affairs when he received intelligence of the sudden death of the Raja, who had been poisoned by Jotha Ram, from whose thralldom he had attempted to emancipate himself. The Raja ■ succeeded by his infant son.

The Governor General's Agent proceeded to Jeypore for the purpose of reforming the government, of inquiring into the ■ of the late Raja's death, and assuming the guardianship of the young Raja.

While Major Alves was at Jeypore, ■ attempt ■ made on his life, and his Assistant, Mr. M. Blake, was murdered; these atrocities were eventually traced to Jotha Ram, who ended his days ■ prisoner in the Fortress of Chunar.

A Regency, consisting of five Chiefs, at the head of which is the Political Agent, was formed for the conduct of the government during the Rajah's minority, and appears to have worked well.

JEYPORE.

In 1842 the 6th article of the treaty of 1818, modified, by a reduction of the annual tribute from eight to four lacs; at the same time a remission made of 46 lacs of arrears of tribute, and the Sambur Lake restored to the direct management of the Jeypore government.

JODHPORE.

JODHPORE.

The reigning family of Jodhpore trace their descent to the Royal House of Canouj. On the subversion of that kingdom by Shah Mahomed Ghori, in A.D. 1194, it is said that Seohjee, the great grandson of the last Monarch, fled with 200 followers to Biccaneer.

Having aided the Chief of that place in a war against the Buttees, Seohjee obtained his sister in marriage. From Biccaneer he proceeded to Pallee, then the Capital of a Principality, governed by a confederacy of Bramins. Seohjee having delivered the province from the depredations of the Meenahs, the Bramins requested him to establish his residence amongst them. He did so, and soon after contrived to have the Chiefs of the Braminical confederacy put to death, when he usurped their lands. He took Edur from the Meenahs and it has since been in the possession of the Rhatores.

Seohjee was succeeded by his brother, Ashtama, who established his authority over Marwar. From Ashtama to Renmal there were ten successions. Renmal left 24 sons, Joda, the eldest of whom, founded the city of Jodhpore in A.D. 1448; Joda left 14 sons, from whom and his 23 brothers, are descended the principal Thakoors or aristocracy of Marwar.

In A.D. 1544, during the reign of Maldeo, the third in descent from Joda, Marwar was invaded by the Emperor Shere Shah with an army of 80,000 men. He was opposed by 50,000 Rajpoots. The Emperor saved his army from destruction by exciting in the Raja's mind a distrust of his Chiefs. On escaping from his danger the Emperor exclaimed, that he had nearly lost the Empire of India for a handful of barley, alluding to the sterility of the country.

In 1561 A.D. Akbar invaded Marwar, capturing Merta after a brave defence. Shortly after Maldeo made his peace with the Emperor, and gave a daughter in marriage to his son, Jehangeer.

Henceforth the Princess of Marwar held, with a few interruptions, posts of high importance and honour under the Empire. From Maldeo to the famous Jeswunt Sing there were three reigns, but no event worthy of notice.

Jeswunt Sing succeeded his father, Guj Sing, who was killed in an expedition to Guzerat in 1638, and received from the Emperor a munsab of 4,000. He subsequently received from Shah Jehan an increase of rank, with the government of Malwa. He opposed the rebellion of Aurungzebe, by whom he was completely defeated in a hard fought battle near Oojein in 1658. Although the Emperor Aurungzebe entertained a bitter hatred of Jeswunt, yet from a dread of his power, he had recourse to conciliation. The governments of Guzerat, the Deccan, Malwa, and Ajmere were successively bestowed upon Jeswunt Sing, and he was finally appointed to that of Cabool, where he died, leaving a widow and two infant sons. His widow, on his demise, set out for India without awaiting the Emperor's permission. This alleged disobedience afforded Aurungzebe a pretext for seizing the royal children; on approaching Delhi the encampment of the Princess was surrounded by troops. Durga Das, the leader of the Rajpoots, penetrated the Emperor's designs, and, in order to defeat them, obtained leave to send off part of the escort with their women and children into their own country. Along with this party he sent the Rani and her infants, in disguise, substituting in their place two children of the same age, and a female attendant.

The Emperor's order to give up the Princess and her infants was firmly resisted by the Rajpoots, who repulsed the troops sent to enforce obedience. At length the supposed Rani and her two infants were seized, while the Rajpoot survivors made the best of their way to their own country. The time thus gained had enabled the Rani to effect her escape with her sons into Jodhpore. Ajeet Sing, the elder of the two boys, succeeded his father, and eventually proved a formidable enemy to the Empire.

This outrage towards the most distinguished of their body, combined with the imposition of jeeza, or poll tax, on infidels, united the Rajpoots in their own defence. Aurungzebe put forth his utmost strength and applied all his energy to the speedy suppression of this combination. A large army was marched into Mewar, and the Emperor issued the most

JODHPORE.

inhuman orders for the destruction of the country. The Rathores of Jodhpore made a brave resistance; with 25,000 horse, aided by their infantry in the hills, they frequently gained important advantages over the Imperial forces. Durga Das did not, however, trust to force alone. He succeeded in seducing Prince Akbar from his allegiance, by tempting him with his father's crown, which he offered his assistance in seizing. The young Prince marched against his father, Aurungzebe, (who ■■■ then at Ajmere, attended by only 1,000 men,) with ■■■ army of 70,000. The Emperor's situation seemed hopeless, but he succeeded in inducing the prince's Mahomedan soldiers to abandon him; when Akbar fled to the Mahrattas.

Aurungzebe became at length anxious to put ■■■ end to the war with Mewar and Marwar upon any terms, and ■■■ treaty was concluded, stipulating, among other highly favourable conditions, the restoration of Ajeet Sing's country, on his coming of age.

This accommodation was a mere matter of convenience on either side. The insults offered to his authority, and the reverses sustained by his armies, continued to rankle in the vindictive heart of Aurungzebe, while his intolerance and barbarity had rendered the Rajpoots his inveterate enemies.

About 1707 Ajeet Sing emerged from his mountains, and having cleared his country of the Moguls, ascended the throne of his ancestors. He availed himself of the respite afforded by the civil wars among the competitors for the throne, to restore order into his government.

Having effected this, Ajeet concerted plans with the Raja of Jeypore for the emancipation of Rajpootana from Mogul rule. These Chiefs obeyed ■■■ summons to Court upon the occasion of Bahadur Shah's setting out on an expedition against the Sikhs; but leaving the Court without leave, they repaired to the Rana of Odeypore, when a triple alliance ■■■ rmed, offensive and defensive; and the privilege of intermarriage with the house of Odeypore was restored to those of Jodhpore and Jeypore upon condition that they should give no more daughters in marriage to the Imperial family.

In the commencement of the reign of Ferockshere the confederated Rajpoots retaliated their own barbarity upon the Moguls, by making inroads into the adjoining provinces, destroying mosques, burning the Koran and maltreating the Mullahs. The confederacy was but of short duration.

Hoosain Ali, one of the Seyd brothers, being sent to subdue Marwar, compelled Ajeet to flee to the hills. Overtures were, however, shortly opened, and peace made; Ajeet received promises of high employment at Court, and gave his daughter in marriage to Ferockshere.

The Emperor's marriage with the Princess of Marwar was delayed, in consequence of ■■■ dangerous tumour in his back. Mr. Hamilton, the surgeon attached to ■■■ British Mission from Bengal, then (1716) at Court, cured the Emperor, who, in grateful return, granted a Royal Firman permitting the Company to purchase thirty-eight villages around Calcutta, ■■■ and conferring on them several important commercial privileges.

On the deposition and death of Ferockshere, Ajeet returned to Marwar. He afterwards held the governments of Guzerat and Ajmere until the reign of Mahomed Shah, when he was superseded by his son, Abhee Sing, at whose instigation Ajeet Sing ■■■ shortly after murdered by his second son, Bukht Sing. Abhee Sing ascended the throne of Marwar about the time of Nadir Shah's invasion, in regard to which the Rajpoots observed ■■■ strict neutrality. Abhee reigned 14 years, and was succeeded by his son, Ram Sing, who shortly after dethroned by his uncle, Bukht Sing, the parricide. Ram Sing engaged Scindiah's aid in the recovery of his throne; but the Mahrattas, seeing little prospect of booty, retired without fighting. Bukht was poisoned in 1753, and succeeded by his son, Beejy Sing. Ram Sing again made an effort for the throne, and was aided by his uncle, the Raja of Jeypore, and Scindiah. He defeated the army of his rival, Beejy Sing, in a pitched battle on the plains of Merta. The Mahrattas then advanced and ravaged the country around Jodhpore. The ■■■ of Ram Sing appeared triumphant, when the Mahratta General, Jey Appah, was assassinated. Upon this the Mahrattas retired but soon returned; and having obtained a cession of Ajmere ■■■ compensation for the murder of Jey Appah, with an engagement on the part of Marwar to pay ■■■ tribute of three lacs, they abandoned the cause of Ram Sing, who died ■■■ exile at Jeypore in 1773.

The complete overthrow which the Mahratta power received at the battle of Paniput, rendered them for some time too weak for the prosecution of aggressive projects, and thus enabled Beejy Sing to consolidate his dominions. In 1791, however, Scindiah subjugated Marwar, from which he exacted ■■■ payment of 60 lacs.

In 1792 Beejy Sing was succeeded by his grandson, Bheem Sing, who reigned 11 years, during which no event of consequence occurred. In the reign of Beejy Sing the pergunnah of Jalore had been given to Maun Sing. This ■■■ viewed with jealousy by Bheem Sing, especially ■■■ Maun Sing advanced pretensions to the Musnud. The Rajah had nearly succeeded in dispossessing his cousin of his jaghire when he died, and, in 1803 Maun Sing was elected by the chiefs to the throne of Marwar.

When war with the Mahrattas became unavoidable, in 1803, the British government resolved to form permanent alliances with the chiefs of Rajpootana, and in conformity with this resolution the subjoined Treaty ■■■ settled with Vakeels deputed for the purpose by Raja Maun Sing:

TREATY OF JOUDHPORE.

Treaty of Amity and Alliance between the Honourable the English East India Company and Maha Raja Dheeraj Raj Rajeshore Maun Sing, Behauder, settled by his Excellency General Gerard Lake, Commander-in-Chief of the British Forces in India, in virtue of authority vested in him for that purpose by His Excellency, the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Captain-General, and Commander-in-Chief of all the Land Forces serving in the British Possessions in India, and Governor-General in Council at Fort William in Bengal, in behalf of the Honourable the English East India Company, and by Maha Raja Dheeraj Raj Rajeshore Maun Sing, Behauder, in behalf of himself, his heirs and successors.

Article 1.

A firm and permanent friendship and alliance is established between the Honourable the English Company and Maha Rajah Dheeraj Maun Sing Behauder, and between their heirs and successors.

Article 2.

Whereas friendship has been established between the two States, the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

Article 3.

The Honourable Company shall not interfere in the government of the country now possessed by Maha Rajah Dheeraj, and shall not demand tribute from him.

Article 4.

In the event of any enemy of the Honourable Company evincing a disposition to invade the country lately taken possession of by the Honourable Company in Hindoostan, Maha Rajah Dheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself, to the utmost of his power, in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

Article 5.

Whereas, in consequence of the friendship established by the second article of the present treaty, the Honourable Company become guarantee to the Maha Rajah Dheeraj for the security of his country against external enemies, Maha Rajah Dheeraj hereby agrees, that if any misunderstanding should arise between him and any other State, Maha Rajah Dheeraj will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably; if, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Rajah Dheeraj may demand aid from the Company's government. In the event above stated it will be granted, and Maha Rajah Dheeraj agrees to take upon himself the charge of the expence of such aid, at the same rate as has been settled with the other chieftains of Hindoostan.

Article 6.

Maha Rajah Dheeraj hereby agrees, although he is in reality the master of his own army, to act, during the time of war or prospect of action, agreeably to the advice and opinion of the commander of the English army which may be employed with his troops.

Article 7.

The Maha Rajah shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's government.

JODHPORE.

The above treaty, comprised in seven articles, has been duly concluded and confirmed by the seal and signature of His Excellency General Gerard Lake, at Surhindie in the Soubah of Akburabad, on the 22d day of December, 1803, of the Christian Æra, corresponding with the 7th of Ramzan, 1218 Hegira, and with the 9th of Poos Soodee 1860 Sumbut, and under the seal and signature of Maha Rajah Dheeraj Raj Rajeshore Maun Sing Behauder, at ——— on the 22d day of December, 1803, of the Christian Æra, corresponding with the ——— of ——— 1218 Hegira, and with the ——— of ——— 1860 Sumbut.

When a treaty, containing the above seven articles, shall be delivered to Maha Rajah Dheeraj, under the seal and signature of His Excellency the Most Noble the Governor General in Council, the present treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.



Company's
Seal.

(Signed) WELLESLEY.

This treaty was ratified by the Governor General in Council, on the 15th January, 1804.

(Signed) G. H. BARLOW.
G. UDNY.

Instead of ratifying the above Treaty, Maun Sing proposed another, and as he had in the mean time assisted Jeswunt Rao Holkar, the Treaty was formally cancelled in May, 1804, and Maun Sing's name erased from the lists of chieftains whose independence Scindiah was bound to recognise.

Rajah Maun Sing had been but a short time upon the Musnud, when one of the Ranees of the late Raja was said to have given birth to a son, named Dhokul Sing.

Maun Sing retained an implacable resentment, which was duly reciprocated, against the chiefs who had aided the late Raja in his effort to deprive him of Jalore, and an undue partiality towards those, mostly Buttees, who had joined him in his resistance; and the Raja of Jeypore was at enmity with Maun Sing on account of their rival pretensions for the unhappy Princess of Odeypore; owing to these and other ——— the claims of Dhokul Sing to the throne were espoused by the Raja of Jeypore, and a powerful body of Marwar chiefs, aided by Ameer Khan. The chiefs who ostensibly adhered to Maun Sing were not sincere, and in a battle which took place they all, except four, went over to the enemy, in conformity with a preconcerted plan. Maun Sing was defeated, Jodhpore taken, and the Fortress besieged by his enemies. When his cause seemed desperate he managed to gain over Ameer Khan, who deserted the allies, marched rapidly into the Jeypore territories, and thus forced the Raja to leave the siege of Jodhpore and hasten to the protection of his own dominions.

Under the most solemn professions of friendship, Ameer Khan induced the chief supporters of Dhokul Sing to assemble in his (Ameer Khan's) tent. At a given signal the tent fell, and all were destroyed by grape shot.

In 1814, Ameer Khan returned to Marwar, the government of which he completely controlled, supporting his rabble army with the plunder of the country.

Early in 1816, Induraj, the minister, and Deonath, the spiritual guide of Maun Sing, endeavoured to rid the country of its destroyers. Ameer Khan was requested to leave the country, which he did, after having extorted all the money he could, and caused the minister and Deonath to be murdered.

Maun Sing was ——— shocked and alarmed at the murder of his minister, and spiritual guide, that he abdicated in favour of his son, Chutter Sing, and affected to become a religious recluse.

Marwar was now reduced to a state of perfect anarchy. Ameer Khan had left the Treasury empty, the chiefs were waging war with each other, and carrying ——— a system of mutual plunder. Commerce had disappeared, and the ministers applied the revenues to their own use.

Such ——— the state of Marwar, when, in furtherance of the general plan for the suppression of depredations and preventing the revival of the Pindarry system, the following Treaty ——— formed with that State:

TREATY between the Honourable ENGLISH EAST INDIA COMPANY and Maha Rajah MAUN SING BEHAUDER, Rajah of JODHPUR, represented by the Koowur Regent Joograj Maharaj Koowur Chuttur Sing Behauder, concluded by Mr. Charles Theophilus Metcalfe on the part of the Honourable Company, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor General and by Byas Bishun Ram and Byas Ubhee Ram, on the part of Maha Rajah Maun Sing Behauder, in virtue of full powers granted by the Maha Rajah and the Joograj Maharaj Koowur aforesaid.

Article 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable English East India Company and Maha Rajah Maun Sing, and his heirs and successors; and the friends and enemies of one party shall be the friends and enemies of both.

Article 2.

The British government engages to protect the principality and territory of Jodhpur.

Article 3.

Maha Rajah Maun Sing and his heirs and successors will act in subordinate co-operation with the British government and acknowledge its supremacy; and will not have any connection with other Chiefs and States.

Article 4.

The Maha Rajah and his heirs and successors will not enter into any negotiation with any Chief or State without the knowledge and sanction of the British government; but his usual amicable correspondence with friends and relations shall continue.

Article 5.

The Maha Rajah and his heirs and successors will not commit aggressions on any one. If, by accident, disputes arise with any one, they shall be submitted to the arbitration and award of the British government.

Article 6.

The tribute heretofore paid to Scindiah by the State of Jodhpur, of which a separate schedule is annexed, shall be paid in perpetuity to the British government, and the engagements of the State of Jodhpur with Scindiah respecting tribute shall cease.

Article 7:

As the Maha Rajah declares that, besides the tribute paid to Scindiah by the State of Jodhpur, tribute has not been paid to any other State, and engages to pay the aforesaid tribute to the British government; if either Scindiah or any one else lay claim to tribute, the British government engages to reply to such claim.

Article 8.

The State of Jodhpur shall furnish fifteen hundred horse for the service of the British government whenever required; and when necessary, the whole of the Jodhpur forces shall join the British army, excepting such a portion as may be requisite for the internal administration of the country.

Article 9.

The Maha Rajah and his heirs and successors shall remain absolute rulers of their country, and the jurisdiction of the British government shall not be introduced into that principality.

Article 10.

This treaty of ten articles having been concluded at Dehli, and signed and sealed by Mr. Charles Theophilus Metcalfe and Byas Bishun Ram and Byas Ubhee Ram; the ratifications of the same by His Excellency the Governor

JODHPORE.

General and by Raj Rajeesur Maha Rajah Maun Sing Behauder and Joograj Maharaj Koowur Chuttur Sing Behauder shall be exchanged within six weeks from this date.

Done at Dehli this sixth day of January, A. D. 1818.

(Signed) C. T. METCALFE.



BYAS BISHEN RAM. BYAS UBHEE RAM.



MAHA RAJA MAUN SING
BEHAUDER.

JOOGRAJ MAHA RAJA
KOOWUR CHUTTER
SING BEHAUDER.



(Signed) HASTINGS.

Ratified by His Excellency the Governor General in camp at Ochar, this sixteenth day of January, one thousand eight hundred and eighteen.

(Signed) J. ADAM,
Secretary to the Governor General.

Statement of the Tribute of Joudpoor.

Ajmere Rupees	- - - - -	1,80,000
Discount 20 per cent.	- - - - -	36,000
		<hr/>
Joudpore Rupees	- - - - -	1,44,000
of which		
Half in Specie	- - - - -	72,000
Half in Goods	- - - - -	72,000
Deduct loss in Goods, half	- - - - -	36,000
		<hr/>
Joudpoor Rupees	- - - - -	1,08,000

(Signed) C. T. METCALFE,



Seal of BISKER RIR VAKEEL,

By order of the Governor General,

(Signed) J. ADAM,
Secretary to the Governor General.

Chutter Sing died eight months after the conclusion of the above Treaty, and Maun Sing returned to the duties of his Government. He harboured a spirit of bitter but well disguised revenge against his Thakoors. Having quietly waited his opportunity, he suddenly caused his minister and nine of the principal members of the administration to be put to death. Many of the Thakoors throughout the country were simultaneously cast into prison, while others fled the country, and the property of all was confiscated.

In 1824 the Agent at Ajmere, Mr. Wilder, effected a reconciliation between the Raja and his Chiefs, but in 1827 their disputes broke out anew. The malcontents appeared in arms against the Raja and joined by the pretender Dhokul Sing, whose they

affected to espouse. The Raja claimed British intervention under the 5th article of the Treaty. It ■■■ intimated to the insurgents that the British government would inquire into the grounds of their complaints and ■■■ justice done to them, but that it could not permit ■ disturbance of the public peace.

On learning this determination the refractory Thakoors broke up their army, abandoning the pretender, who left the country.

In 1832 the Raja ■■■ called upon to furnish his contingent of 1,500 horse, as stipulated, in the treaty, and also a force to co-operate with a detachment of Bombay troops in repressing the bands of Khosa freebooters who occupied Nugger Parkur. These requisitions were tardily complied with; and the troops furnished proved ■ useless rabble. About the same time M ■■■ Sing evaded ■ demand for reparation on account of aggressions committed by his subjects on neighbouring States and other infractions of treaty. A force ■■■ consequently assembled to coerce him, but actual hostility was averted by his agreeing to all the Agent's demands.

In 1835 the obligation to furnish ■ contingent of 1,500 horse was commuted to ■■ annual payment of 1,15,000 rupees towards the expense of the Jodhpore Legion, which ■■■ then raised.

Maun Sing having allowed his government to fall into the hands of the Nathas, his spiritual guides, misrule and discontent reached such a crisis that the British government ■■■ compelled to interfere. A force ■■■ marched to Jodhpore, of which it held military occupation for five months, when Maun Sing executed an engagement calculated to ensure future good government.

On the 5th September, 1843, the Raja died, leaving ■■ heirs, and the Chiefs elected Tukht Sing to fill the Guddee of Marwar.

Raja Tukht Sing is the father of Jeswunt Sing, the Raja, by adoption, of Ahmednuggur. He was 26 years of age when elected to the throne of Marwar, and has since had a son, born at Jodhpore in January, 1844.

The engagement entered into by Maun Sing in 1839 ■■■ merely personal, and ceased with his reign. The Treaty of 1818 is in force, the only modification being the substitution of ■ money payment of 1,15,000 rupees for the contingent of 5,500 horse.

JESSULMERE.

JESSULMERE.

Owing to its remote and isolated situation in the desert, added to its sterility, the principality of Jessulmere has attracted little notice and ■■■ Mahratta devastation. The reigning family are of the Bhutti tribe, but little seems to be known of their history. According to Colonel Todd, they settled at Tanot, ■■■ the Indus, about the year 731, and removed their Capital to Jessulmere in 1156. The Rawul acknowledged the supremacy of Shah Jehan, but neither he nor his successors appear to have afterwards taken any active part in the affairs of the Empire. In 1808, the Rawul solicited British protection, but ■■■ informed in reply, that the principles by which the British government regulated its political conduct, precluded its interference in his affairs. He was, however, admitted to the protective alliance in 1818, under the annexed Treaty:

No. CXCV.

TREATY between the Honourable ENGLISH EAST INDIA COMPANY and MUHA RAWUL MOOLRAJ BEHAUDER, Rajah of JUSSULMEER, concluded on the part of the Honourable Company by Mr. Charles Theophilus Metcalfe, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor General, &c., and ■■■ the part of the Muha Raja Dihraj Muha Rawul Moolraj Behauder, by Misr Mootee Ram and Taukoor Doulut Singh, according to full powers conferred by the Muha Rawul.

Article 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable English Company and Muha Rawul Moolraj Behauder, the Rajah of Jussulmeer, and his heirs and ■■■■■■■■■■

Article 2.

The posterity of Muha Rawul Moolraj shall succeed to the principality of Jussulmeer.

JESSULMERE.

Article 3.

In the event of any serious invasion directed towards the overthrow of the principality of Jussulmeer, or other danger of great magnitude occurring to that principality, the British government will exert its power for the protection of the principality, provided that the cause of the quarrel be not ascribable to the Rajah of Jussulmeer.

Article 4.

The Muha Rawul and his heirs and successors will always act in subordinate co-operation with the British government, and with submission to its supremacy.

Article 5.

This treaty of five articles, having been settled, signed and sealed by Mr. Charles Theophilus Metcalfe, and Mistr Mootee Ram and Taukoor Doulut Singh, the ratifications of the same by His Excellency the Most Noble the Governor General and Muha Rajah Dihraj Muha Rawul Moolraj Behauder, shall be exchanged in six weeks from the present date.

Done at Dehli, this 12th day of December, A. D. 1818.

(Signed) C. T. METCALFE.

L. S.

The
Governor General's
Small
Seal.

(Signed) HASTINGS.

Company's
Seal.

(Signed)

G. DOWDESWELL.

J. STUART.

C. M. RICKETTS.

Ratified by the Governor General in Council, at Fort William, this 2nd day of January 1819.

(Signed)

J. ADAM,

Chief Secretary to the Government.

In 1844, the Forts of Shagur, Gurseea and Guttoora, which had been wrested from his ancestors by the Beloochees, were restored to the Rawul.

BICKANEER.**BICKANEER.**

The territory which now forms the principality of Bickaneer, was conquered chiefly from the Buttees in 1459, by Bicka, a younger son of Jodh, Raja of Marwar.

The third Chief in succession to Bicka, who died in 1495, was Rae Sing, who took service under Akbar, from whom he obtained the munsub of 4,000 horse, the title of Raja, and the government of Hissar. Rae Sing added considerably to the Bickaneer dominions and distinguished himself in the wars of Akbar, to whose son, Selim, he gave his daughter in marriage. The Rajas of Bickaneer continued to render service to the Empire until its downfall.

In 1787, Sorut Sing, the eleventh in descent from Bicka, usurped the throne, putting his nephew, the legitimate heir, to death. He was a tyrannical ruler who, by his misgovernment and exactions, oppressed the people and impoverished the country. The remoteness of Bickaneer saved it from the Mahratta scourge. In 1808, when his country was invaded by the troops of Jodhpore and other neighbouring States, the Raja earnestly solicited the interposition of the British government, but he was informed that it could not depart from its system of non-interference in the affairs of other States. In furtherance of the general arrangement of 1817, the annexed Treaty was contracted with Bickaneer:

TREATY between the Honourable the ENGLISH EAST INDIA COMPANY and Maha Rajah SOORUT SING BEHAUDER, the Rajah of BICKANEER, concluded by Mr. Charles Theophilus Metcalfe. ■■ the part of the Honourable Company, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor General, &c. &c., and by Oujha Kashee Nautt, on the part of Raj Rajheesur Maha Rajah Sroomun Sree Soorut Singh Behauder, according to full powers given by the Rajah.

Article 1.

There shall be perpetual friendship, alliance, and unity of interests, between the Honourable Company and Maha Rajah Soorut Singh, and his heirs and successors; and the friends and enemies of one party shall be the friends and enemies of both parties.

Article 2.

The British government engages to protect the principality and territory of Bickaneer.

Article 3.

Maha Rajah Soorut Sing and his heirs and successors, will act in subordinate co-operation with the British government, and acknowledge its supremacy; and will not have any connection with any other Chiefs or States.

Article 4.

The Maha Rajah and his heirs and successors will not enter into negotiation with any Chief or State, without the knowledge and sanction of the British government; but the usual amicable correspondence with friends and relations shall continue.

Article 5.

The Maha Rajah and his heirs and successors will not commit aggressions on any one; if by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British government.

Article 6.

Whereas certain persons of the principality of Bickaneer have adopted the evil courses of highway robbers and banditti, and have plundered the property of many, to the great molestation of the peaceable subjects of both of the contracting parties, the Maha Rajah engages to cause to be restored the property plundered from inhabitants of the British territories up to this time, and for the future, entirely to suppress the robbers and plunderers in his principality. If the Maha Rajah be not able to effect their suppression, assistance shall be afforded on his application by the British government; in which case, the Maha Rajah will pay all the expences of force employed; or, in the event of his not finding means to pay those expences, he will in lieu cede parts of his territory to the British government, which, after the payment of those expences, shall be restored.

Article 7.

The British government, on the application of the Maha Rajah, will reduce to subjection the Taukoors and other inhabitants of his principality who have revolted and thrown off his authority. In this case the Maha Rajah will pay all the expences of the force employed; or in the event of not having the means, will, instead, cede parts of his territory to the British government, which shall be restored after the payment of those expences.

Article 8.

The Maha Rajah of Bickaneer will furnish troops at the requisition of the British government according to his means.

Article 9.

The Maha Rajah and his heirs and successors shall be absolute rulers of their country; and the British jurisdiction shall not be introduced into that principality.

BICKANEER.

Article 10.

As it is the wish and intention of the British government that the roads of Bickaneer and Bhutneer be rendered passable and safe for the transit of trade to and from the countries of Cabul and Khorassan, &c., the Maha Rajah engages effectually to accomplish that object within his own dominions, so as that merchants shall pass with protection and safety, and meet with no impediment: and with respect to custom duties, the established rates shall not be exceeded.

Article 11.

This treaty of eleven articles having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe, and Oujha Kashee Nautt, the ratifications by His Excellency the Most Noble the Governor General and Raj Rajheesur Maha Rajah Sroomun Sree Sporut Singh Behauder, shall be exchanged within twenty days from the present date.

Done at Dehli, this ninth day of March, A.D. 1818.

(Signed) C. T. METCALE.

L. S.

„ OUJHA KASHEE NAUTT.

L. S.

Small Seal of
the Governor
General.

(Signed) HASTINGS.

This treaty was ratified by His Excellency the Governor General, in camp, near Patrassa Ghaut on the Gogra, on the 21st of March, 1818.

(Signed) J. ADAM,

Secretary to the Governor General.

Since the conclusion of the above treaty, nothing has occurred in regard to Bickaneer requiring notice. The Raja died in 1828, and was succeeded by his son, Ruttun Sing, under whom and his able minister, Hindoo Mull, the country has enjoyed peace and prosperity.

In 1844, the Bickaneer government agreed to a very reasonable scale of duty on merchandise passing through its dominions, by the route of Sirsa and Bhawalpore; and some boundary questions towards Bhutnee and Bhawalpore were at the same time satisfactorily adjusted.

KOTA.

KOTA.

The Kotah principality was formed out of that of Boondee. The separation took place when Jehanghire was Emperor of India. He bestowed Kota and its dependencies on Madoo Sing, the second son of Ruttun Sing, the Rao of Boondee, for his distinguished conduct in opposing the rebellion of Prince Koorum, afterwards Shah Jehan.

Nothing appears to have occurred worth notice with respect to this State until the reign of the Maha Rao Omeid Sing. This Prince was unequal to the task of governing his Raj, the dissolution of which appears to have been averted solely by the transcendent ability and wise conduct of Zalim Sing.

Zalim Sing had rendered himself distinguished, both as a soldier and a statesman, when Omeid Sing appointed him his minister, and voluntarily resigned into his hands the exclusive administration of affairs, which he conducted with admirable success, preserving and even extending the Kota dominions amidst surrounding ruin and devastation.

Zalim Sing, on the part of his principal, promptly responded to the invitation to enter into an alliance with the British government in 1817, and the following Treaty was concluded between his agent and Sir C. Metcalfe, at Dehli on the 26th December:

TREATY between the Honourable the ENGLISH EAST INDIA COMPANY on the one part, and Maha RAO OMED SING BEHAUDER, the Rajah of KOTA, and his heirs and successors, through Raj Rana Zalim Sing Behauder, the Administrator of the affairs of that principality on the other, concluded on the part of the Honourable English East India Company by Mr. Charles Theophilus Metcalfe, in virtue of full powers granted to him by His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, and on the part of Maha Rao Omed Sing Behauder, by Maha Rajah Sheodaun Sing, Sah Jeewun Ram, and Lala Hool Chund, in virtue of full powers granted by the Maha Rao aforesaid and his Administrator, the above-mentioned Raj Rana.

Article 1.

There shall be perpetual friendship, alliance, and unity of interests between the British government on the one hand, and Maha Rao Omed Sing Behauder and his heirs and successors on the other.

Article 2.

The friends and enemies of either of the contracting parties shall be the same to both.

Article 3.

The British government engages to take under its protection the principality and territory of Kota.

Article 4.

The Maha Rao and his heirs and successors will always act in subordinate co-operation with the British government, and acknowledge its supremacy, and will not henceforth have any connection with the Chiefs and States with which the State of Kota has been heretofore connected.

Article 5.

The Maha Rao and his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British government. But his customary amicable correspondence with friends and relations shall continue.

Article 6.

The Maha Rao and his heirs and successors will not commit aggressions on any one; and if any dispute accidentally arise with any one, proceeding either from acts of the Maha Rao, or acts of the other party, the adjustment of such disputes shall be submitted to the arbitration of the British government.

Article 7.

The tribute heretofore paid by the principality of Kota to the Mahratta Chiefs, for instance, the Peishwa, Scindiah, Holkar, and Powar, shall be paid at Delhi to the British government for ever, according to the separate Schedule annexed.

Article 8.

No other power shall have any claim to tribute from the principality of Kota, and if any one advance such a claim, the British government engages to reply to it.

Article 9.

The troops of the principality of Kota, according to its means, shall be furnished at the requisition of the British government.

Article 10.

The Maha Rao and his heirs and successors shall remain absolute rulers of their country, and the civil and criminal jurisdiction of the British government shall not be introduced into that principality.

KOTA.

Article 11.

This treaty of eleven articles, having been concluded at Delhi and signed and sealed by Mr. Charles Theophilus Metcalfe, on the one part, and Maha Raja Sheodaun Sing, Sah Jeewun Ram and Lala Hool Chund, on the other, the ratifications of the same by His Excellency the most Noble the Governor General, and Maha Rao Omed Sing and his Administrator Raj Rana Zalim Sing, shall be exchanged within ■ month from this date. Done at Delhi, the 25th day of December, A.D. 1817.

(Signed) C. T. METCALFE.

L. S.

MAHA RAO RAJAH OMED SING BAHADOOR.

RAJ RANA ZALIM SING.

MAHA RAJA SHEODAUN SING.

HOOI CHUND.

(Signed) HASTINGS.

This Treaty was ratified by His Excellency the Governor General, in camp, at Oochar, this sixth day of January, one thousand eight hundred and eighteen.

(Signed) J. ADAM,
Secretary to the Governor General.

Statement of the Tribute heretofore paid to the Mahrattas, 1—Kota. 2—The seven Kotrees.
3—Shahabad.

1.—KOTA TRIBUTE.

In Specie	-	-	-	2,00,000
In Goods	-	-	-	1,00,000
			Total	3,00,000
Less by Goods	-	-	-	20,000
In Specie	-	-	-	2,80,000
Two lacs and eighty thousand Chandoorree, Oojynee and Indooree rupees.				
Discount ■ those coins ■ per cent. on	2,80,000			22,400

Remainder - - - - 2,57,600
Two lacs fifty-seven thousand and six hundred Gomanshahee rupees, equal to two lacs forty-four thousand seven hundred and twenty Delhi rupees.

Detail of the disposal of the above Sindiah's share.

In Specie	-	-	-	77,000
In Goods	-	-	-	38,500
			Total,	1,15,500
Less by Goods	-	-	-	7,700
In Specie	-	-	-	1,07,800
Oojynee, Chandoorree and Indooree rupees.				
Discount on those Coins, 8 per cent.	8,624			
Remainder	-	-	-	99,176
■ Gomanshahee rupees.				

Holkar's Share the ■■■ as Sindiah's Powar's share.

In Specie	-	-	-	46,000
In Goods	-	-	-	23,000
			Total	69,000
Less by Goods	-	-	-	3,600
In Specie	-	-	-	64,400
Discount 8 per cent.	-	-	-	5,162
Remainder	-	-	-	59,248
Gomanshahee rupees.				

2.—TRIBUTE OF THE SEVEN KOTREES.

In Specie	-	-	-	22,158
Boondee rupees.				
Discount, 5 per cent.	-	-	-	1,108
Remainder	-	-	-	21,050

Twenty-one thousand and fifty Gomanshahee rupees, equal to nineteen thousand nine hundred and ninety-seven rupees and eight annas in Delhi rupees.

Detail.

Antunda	-	-	B. Rs.	3,800
Discount 5 per cent.	-	-	-	190
Gomanshahee rupees	-	-	-	3,610

Sindiah's share	-	-	-	Rs.	1,805
Holkar's share	-	-	-		1,805
Bulwun	-	-	-	B. Rs.	1,000
Discount	-	-	-		50
Gomanshahee rupees	-	-	-		950
Sindiah's share	-	-	-		400
Holkar's share	-	-	-		400
Powar's share	-	-	-		150

Kurwaur, Gyutha, and Pepulda.

Boondee Rupees	-	-	-		3,560
Discount 5 per cent.	-	-	-		178
Gomanshahee Rupees	-	-	-		3,382

Sindiah's share	-	-	-	-	1,520
Holkar's share	-	-	-	-	1,520
Powar's share	-	-	-	-	342

KOTA.

Indurgurh and Khotoulee, ten Villages in the hands of Sindiah's and Holkar's Farmers.

Boondee Rupees	-	-	-	-	13,798
Discount 5 per cent	-	-	-	-	690
Gomanshahee Rupees	-	-	-	-	13,108

3.—TRIBUTE OF SHAHABAD.

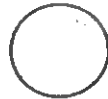
Heretofore payable to the Peishwa; not exactly ascertained, but estimated at 25,000 Rs. half in specie and half in goods.

(Signed) C. T. METCALFE.

L. S.



RAHA RAO RAJAH OMED SING BAHADOOR.



RAJ RANA ZALIM SING.



MAHA RAJA SHEODAUN SING.



HOOL CHUND.

The following Supplemental Article, stipulating that the administration should continue as it then was in the person of Zalim Sing and his descendants, was subsequently concluded:—

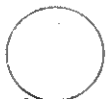
No. CXCVIII.

SUPPLEMENTARY ARTICLE of the TREATY concluded between the BRITISH GOVERNMENT and the PRINCIPALITY of KOTA, on the 26th of December, A.D. 1817.

The contracting parties agree :—That after Muha Rao Omed Sing, the Raja of Kota, the principality shall descend to his eldest son and heir apparent, Muharaj Koowar Keshour Sing, and his heirs, in regular succession and perpetuity : and that the entire administration of the affairs of the principality shall be vested in Raj Rana Zalim Sing, and after him, in his eldest son Koowar Madhoo Sing, and his heirs, in regular succession and perpetuity.

Done at Delhi, this twentieth day of February, A.D. 1818.

(Signed) C. T. METCALFE.



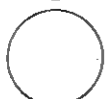
MAHA RAO RAJAH OMED SING BAHADOOR.



RAJ RANA ZALIM SING.



MUHA RAJA SHEODAUN SING.



HOOL CHUND.



JEWUN RAM.

KOTA.

MEMO :—This supplemental article was ratified by His Excellency the Governor General, at Lucknow, on the seventh day of March, 1818.

(Signed) J. ADAM,
Secretary to the Governor General.

Several districts in Odeypore of which Zalim Sing had possession, were restored to the Rana, for which Zalim Sing obtained a remission of the tribute of Shahabad. And the promptitude and energy with which he had entered into the war against the Pindarries were rewarded by the cession of the four districts mentioned in the following Sunnud :

No. CXCI.

SUNNUD, under the Seal and signature of His Excellency the GOVERNOR GENERAL in Council, to MAHA RAO OMED SING, of KOTA.

To all officers, present and to come, officers of the British government :—Be it known,—

Whereas the friendship subsisting between the British government and the Maha Rao Omed Sing, of Kota, and the good offices rendered by him to the English government are well known and established : in consideration of this friendship, the Most Noble the Marquis of Hastings, Governor General in Council, through the medium of Captain Tod, has granted the sovereignty unto the Maha Rao aforesaid, of the undermentioned places, together with the relinquishment or maafee of the tribute of Shahabad, due from the Maha Rao under the provisions of the treaty concluded at Delhi, on the 26th December, 1817, to be enjoyed by him, his heirs and successors.

The Maha Rao will, therefore, consider himself master of these said places, attach the ryots to him by kindness, and take them under his government. No other shall interfere therein.

Pergunnahs Dig.
" Puchpar.
" Ahore,
" Gungraur.

Given under the seal and signature of the Governor General in Council, this 25th day of September, 1819 A.D.

During the life of Maha Rao Omeid Sing the inconvenience of the recognition by Treaty of one party as the titular Sovereign, and of another as the sole *de facto* ruler, was not felt. But on his death in 1820, his son and successor, Kishore Sing, reclaimed against this deprivation of power. He left Kota, and levied an army for the assertion of the rights of his throne. The British government avowed its determination to maintain the fate of the Supplemental Article of the Treaty, which secured the power to the minister; and to support his authority troops were advanced from Neemuch. An engagement took place at Mungrole, in September, 1821, when the Rao's troops were defeated, and his brother, Pirthee Sing, killed. After some difficulty the Maha Rao was induced to return and resume his station at his Capital, and an accommodation was effected between him and his minister.

Zalim Sing died in 1824, and was succeeded in the office of minister by his son, Madho Sing. In 1828 Maha Rao Kishore died, and was succeeded by his nephew and adopted son, Ram Sing.

On the demise of Raj Rana Madho Sing, in 1834, he was succeeded by his son, Mudden Sing, whose conduct revived the disputes between the Maha Rao and Raj Rana, which reached such a crisis as to preclude all hope of reconciliation.

In order to avert civil war and put an end to the anomalous relation between the Maha Rao and the Raj Rana, the British government formed out of the Kota dominions a separate principality for the Raj Rana, or minister; on this occasion, the following Agreement was concluded with the Maha Rao Ram Sing:

TREATY between the BRITISH GOVERNMENT and MAHA RAO RAM SINGH of
KOTA.

Article 1.

Consequent upon the relinquishment by Raj Rana Mudun Singh of the administration of the affairs of the Kota principality guaranteed by the supplementary article of the treaty of Delhi to Raj Rana Zalim Singh, his heirs and successors, Maha Rao Ram Singh assents to the repeal of the said article.

Article 2.

With the consent of the British government the Maha Rao agrees to cede the pergunnahs specified in the annexed Schedule to Raj Rana Mudun Singh's heirs and successors.

Article 3.

The Maha Rao, his heirs and successors, will fulfil the pecuniary obligations arising out of the present arrangements of separation and transfer agreeably to the appended Schedule.

Article 4.

The Maha Rao agrees for himself, his heirs and successors, to pay the tribute as heretofore paid by the Kota State, with the exception of the sum of Company's rupees eighty thousand per annum, which the British government have agreed to receive from Raj Rana Mudun Singh, his heirs and successors, the first payment to be made by the Raj Rana at the beginning of the Sumbut year 1895. The second half yearly instalment at present due on account of the Fusul Rubee for Sumbut 1894, will be paid in full: viz. Rs. 1,32,360 by the principality of Kota.

Article 5.

The Maha Rao agrees for himself, his heirs and successors, to maintain an auxiliary force, to be commanded and paid by British officers, should the British government decide that the measure is expedient, it being clearly understood that the existence of such force shall in no way interfere with the Maha Rao, his heirs and successors' exercise of power in the internal administration of the affairs of the Kota State.

Article 6.

The expence of such force shall never exceed three lacs of rupees per annum.

Article 7.

If the force shall be raised, the funds for its maintenance shall be paid to the British government by the administration of the Maha Rao, his heirs and successors, in two half yearly instalments, along with the tribute, and the period for the first payment will be fixed by the British government.

Article 8.

It is to be clearly understood that all the stipulations contained in the treaty concluded at Delhi between the British government and Maha Rao Omed Singh Behauder, on the 26th of December, 1817, which are not affected by the provisions of the present treaty, shall remain in full force.

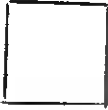
Article 9.

The foregoing articles of treaty having been concluded between the British government and Maha Rao Ram Singh of Kota, and signed and sealed by Captain John Ludlow, officiating Political Agent, and Lieutenant-Colonel Nathaniel Alves, Agent to the Governor General for the States of Rajpootana, the

KOTA.

part, and Maha Rao Ram Singh on the other, the ratification of the same by the Right Honourable the Governor General shall be exchanged within two months from this date.

Done at Kota, this 10th day of April, 1838.



(Signed) J. LUDLOW,
Offg. Pol. Agent.



„ N. ALVES,
A. G. G.



Schedule appended to the treaty of Purgunnahs set apart to constitute a separate Principality for Raj Rana Mudun Singh Behauder; his heirs and successors, under the designation of Jhullawur.

Chiehat.

Sukait.

The Chaur Muhla.

Comprising
Punchpahar,
Ahore,

} Dig and Gunrar.
Jhulra Puton, commonly called Ourmul.
Renchwa.
Bukanee.
Delumpore.

Kotrah Bhutta.
Surerah.
Ruthaee.
Monhur Thanah.
Phool Burode.
Chachoornee.
Kunkoorney.
Cheepa Burode.

The portion of Shugurh beyond, or east of the Purwanor Newaj and Shahabad.

It is to be understood that Nirput Singh will remove from the territory of Jhullawur into that of the Maha Rao, and that his lands lapse to the Raj Rana.
Kota, 10th April, 1838.



(Signed) J. LUDLOW,
Offg. Pol. Agent.



„ N. ALVES,
A. G. G.



Schedule appended to the Treaty of debts for liquidation by the Maha Rao, his heirs and successors, agreeably to the 3d article of the said Treaty.

To Pundit Lallajee Ramchund,	-	-	9,27,364	15	6
Gordhun Nathjee,	-	-	30,643	5	6
Bythal Nathjee,	-	-	3,75,176	0	0
Lalla Soogun Chund,	-	-	56,196	1	0
Juggernuth Seeta Ram,	-	-	1,00,825	4	9
Sheo Lal of Punwar,	-	-	10,033	4	0
Kishoo Ram Byjnath,	-	-	2,41,747	12	9
Gobind Das Ramgopal,	-	-	20,441	1	3
Gunesh Das Kishnajee,	-	-	20,281	9	9
Moujee Ram Molchund,	-	-	3,893	12	6
Daljee Mune Ram,	-	-	4,57,796	0	0
Kunhee Ram Bohranath,	-	-	40,819	1	0
Bohra Kameshur,	-	-	47,703	8	6
Sobha Chund Motee Chund,	-	-	15,671	2	9
Sheojee Ram Oodee Chund,	-	-	348	7	■
Bhug Chund of Budoura,	-	-	547	2	6
Bohra Sree Chund Gungaram,	-	-	6,383	2	■

Mohun Ram Hur Lal, - - - -	1,134	1	9
Nund Ram Peerolal, - - - -	7,473	13	0
Oomed Ram Bhyroo Ram, - - - -	9,771	9	0
Gopal Das Bunmalee Das, - - - -	2,908	13	0
Sah Geewun Ram, - - - -	835	14	0
Soujan Mal Shir Mal, - - - -	24,487	8	0
Mohun Lal Bued, - - - -	55,423	13	0
Saligram, - - - -	14,554	0	0
Luchmungeer Hureegeer, - - - -	10,901	0	0
Bohra Daoodjee Khanjee, - - - -	11,588	6	6
Sah Munguljee, - - - -	8,948	5	3
Sah Hameer Bued, - - - -	1,09,617	10	6
Dooljee Chund Ootum Chund, - - - -	10,195	10	0
Mudhoo Makoon, - - - -	1,095	13	9
Bohra Balee Bhaee, - - - -	525	11	3
Baktawur Mull Buhadoor Mull, - - - -	182	15	9
Chugun Kaloo Nugur, - - - -	50,000	0	0

KOTA.

The above claims will be individually satisfied by the Maha Rao after due inquiry agreeably to the circumstances of each. The Maha Rao will also settle any other just debts, should they exist, that may on inquiry prove to be justly chargeable to the Kota State.

Kota, 10th April, 1838.



(Signed) J. LUDLOW,
Offg. Pol. Agent.



N. ALVES,
A. G. G.



In September 1844, a modification was made in the sixth article of the above Treaty, by a reduction of the sum demandable on account of the contingent, from three to two lacs of rupees per annum.

JHULLAWUR.

JHULLAWUR.

The following is a copy of the Treaty which was concluded with the Raj Rana of Jhullawur, when that State was formed into a separate principality out of the Kota territory.

No. CCI.

Raj Rana MUDUN SINGH having agreed to relinquish the administration of the affairs of the KOTA principality, guaranteed by the supplementary article of the TREATY of DELHI to Raj Rana ZALIM SINGH, his heirs and successors, the present TREATY is formed between the BRITISH GOVERNMENT and Raj Rana MUDUN SINGH aforesaid.

Article 1.

The supplementary article of the treaty of Delhi, bearing date the 20th of February, 1818, between Maha Rao Omed Singh Behauder, the Rajah of Kota and the British government, is hereby repealed.

Article 2.

The British government agree, with the consent previously obtained from Maha Rao Ram Singh, of Kota, to grant to Raj Rana Mudun Singh, his heirs and successors, (being the descendants of Raj Rana Zalim Singh) according to

JHULLAWUR. the custom of succession obtaining in Rajwarra, a separate principality, to be formed out of the Kota State, and consisting of the pergunnahs specified in the annexed schedule.

Article 3.

The British government will confer appropriate titles upon the Raj Rana, his heirs and successors.

Article 4.

There shall be perpetual friendship, alliance, and unity of interests between the British government on the one hand, and Raj Rana Mudun Singh, his heirs and successors, on the other.

Article 5.

The British government engages to take Raj Rana Mudun Singh's principality under its protection.

Article 6.

The Raj Rana, his heirs and successors, will always act in subordinate co-operation with the British government, acknowledging its supremacy, and engaging not to have any connection with the Chiefs of other States in disputes, with which they agree to abide by the decision of the British government.

Article 7.

The Raj Rana and his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British government; but their customary amicable correspondence with friends and relatives shall be continued.

Article 8.

The troops of the principality of Raj Rana Mudun Singh, according to its means, will be furnished at the requisition of the British government.

Article 9.

The Raj Rana, and his heirs and successors, shall remain absolute rulers of the country, and the civil and criminal jurisdiction of the British government shall not be introduced into the principality.

Article 10.

The Raj Rana, his heirs and successors, will fulfil the pecuniary obligations involved in the present arrangements of separation and transfer by assignments in land agreeably to the appended schedule, and abide by the decision of the British government in all minor points arising out of the said separation.

Article 11.

The Raj Rana, his heirs and successors, will pay as tribute to the British government the yearly sum of eighty thousand Company's rupees, by two half yearly instalments of 40,000 rupees each, viz., the Khureef on Mittee Poos Soodee Poorun Mashee and the Rubee on Mittee Jait Soodee Poorun Mashee commencing with the Khureef instalment of Sumbut, 1895.

Article 12.

This treaty of twelve articles, having been concluded at Kota, and signed and sealed by Captain John Ludlow, Officiating Political Agent, and Lieutenant-Colonel Nathaniel Alves, Agent to the Governor-General for the States of Rajpootana, on the one part, and Raj Rana Mudun Singh on the other, the ratification of the same by the Right Honourable the Governor-General of India shall be exchanged within two months from this date.

Done at Kota, this 8th day of April, 1838.

L. S.

(Signed)

J. LUDLOW.
Offg. Pol. Agent.

L. S.

(Sd.) RAJ RANA
MUDUN SINGH.

N. ALVES,
A. G. G.

Schedule appended to the Treaty of Pergunnahs set apart to constitute a separate principality for Raj Rana Mudun Sing Behauder, his heirs and successors, under the designation of Jhullawur.

HULLAWUR.

Chichut.	Bilunpoor.
Sukait.	Kotiah Bhalta.
The Chow Mulila,	Suroruh.
Comprising Punchpahar.	Rullec.
Ahere.	Manohur Thana.
Dig and	Phool Burodi.
Gungrai.	Chachoornee.
Jhubia Patun commonly called Ormal.	Kukoornee.
Runcheva.	Chupa Barode.
Bukanee.	

The portion of Shergurh beyond or east of the Pusmumer Keway and Shahabad.

It is to be distinctly understood that Nerpant Singh will remove from the territory of Jhullawur into that of Maharao, and his lands lapse to the Raj Rana.

Dated, Kota, 10th April, 1838.

L. S.

(Signed) J. LUDLOW,
Offg. Pol. Agent.

L. S.

" N. ALVES.
A. G. G.



Schedule of debts to be liquidated by Raj Rana Mudun Singh, his heirs and successors, agreeably to the 10th Article of the accompanying Treaty.

DEBTS.

To Mungnee Ram Zorawur Mull,	- - - -	6,14,476	13	3
To Ramjee Das Tunsook Das,	- - - -	4,43,821	3	6
To Mohun Ram Runkub Das,	- - - -	2,67,839	7	0

Raj Rana Mudun Singh agrees to pay, on account of the above debts, within seven days after installation in his new principality, the sum of three lacs, twenty-six thousand, one hundred and thirty seven rupees, seven annas and nine pice, (Rs. 3,26,137 7 9) and subsequently within four years, by half-yearly instalments the balance, amounting to eleven lacs, forty-five thousand, two hundred and seventeen rupees, (Rs. 11,45,217) in which is included interest at 12 per cent. per mensem, at each Fusul as stated below, and to liquidate the entire amount within a period of four years, failing in which, the British government will have it in their option to arrange for the payment of the debts, by settling a part or portion of the country of Jhullawur for that purpose: the first instalment to be paid in the month Kartick Soodee Pooran Mashee Sumbat, 1895, and the second instalment in the month Bysack Soodee Pooran Mashee Sumbat, 1896, amount of instalments (interest-included) to be paid as follows:

1 Instalment,	- - - -	1,50,000
■ Ditto	- - - -	1,50,000
■ Ditto	- - - -	1,50,000
■ Ditto	- - - -	1,50,000
5 Ditto	- - - -	1,50,000

(251.)

3 L

JHULLAWUR.

6	Instalment	-	-	-	-	1,50,000
7	Ditto	-	-	-	-	1,50,000
■	Ditto	-	-	-	-	95,217

Kota 8th April, 1838.



(Signed) J. LUDLOW.
Offg. Pol. Agent.



(Signed) N. ALVES,
A. G. G.



BOONDEE.

BOONDEE.

Boondee is the principal State in that part of Rajpootana, called Harowtee. It is of great antiquity, and ranked high in Rajpootana before its dismemberment, on the formation of the Kota principality. The reigning family are of the Hara tribe, and claim descent from the family which ruled in Ajmere before its conquest by the Mahomedans. They settled in their present possessions, to which they gave their name and of which Boondee was then the Capital, in A. D. 1342. They appear to have been in some degree of feudal dependance on Odeypore.

The first notice we have of Boondee, in connection with the Mogul Emperors, is the delivery of the Fortress of Rintrimber to Ackbar by Raja Soorjun. We thenceforth find the Boondee Chief, who had obtained the title of Rao, with his Haras rendering good service to the Empire, for which Ackbar gave a great extension of territory, including Benares and Chunar. Rao Soorjun was succeeded by his son, Rao Baj, who also held high commands. His son and successor, Rao Ruttun, was the only Chief of Rajpootana, who did not join in the rebellion of Prince Koorm against his father Jahanghir, to whom Rao Ruttun rendered great service, in return for which he received the government of Boorhanpoor; and Madhu, his second son, received a grant of the city of Kota, to be held directly of the Crown.

The Hara tribe opposed Aurungzebe's rebellion against his father, Shah Jehan; in resentment Aurungzebe endeavoured to reduce Harowtree, but failing in this, he deemed it politic to come to terms with the Rao of Boondee, upon whom he conferred the Government of Aurungabad. On the demise of Aurungzebe, Rao Boodh, of Boondee, espoused the cause of Bahadur Shah, and was mainly instrumental in placing him upon the throne. For this service he obtained the title of Rao Raja.

The Raja of Jeypore having dethroned Boodh Singh and set up Dulel Singh, of Karmar, as Rao Raja of Boondee, a civil war ensued, which ended in calling in the Mahrattas, who thus obtained a paramount influence over Boondee, which they retained until 1817.

Shortly after his dethronement Boodh Singh died, but his son, Omeda Singh, obtained his father's throne through the aid of Holkar in 1749. In 1771 Omeda voluntarily abdicated in favour of his son, Ajeet, who slew the Rana of Odeypore while on a hunting excursion, and did not himself long survive the deed. He was succeeded by his infant son, Bishen Singh. The Ex-Rao, Omeda Singh, made arrangements for the conduct of the government during his grandson's minority, and then resumed his religious pilgrimages, and died in 1804.

The state of Boondee rendered great assistance to Colonel Monson's army during its disastrous retreat, and thereby incurred the retribution of Holkar, to whose mercy it was abandoned by the policy of the day.

Boondee was among the first of the Rajpoot States to join in the operations of 1817, and to avail itself of the protective alliance with the British government.

On the 10th of February, 1818, the subjoined Treaty contracted, and continues in force:

TREATY between the Honourable ENGLISH EAST INDIA COMPANY and the Maha Rao Rajah BISHUN SINGH BEHAUDER, Rajah of BOONDEE, concluded by Captain James Todd, on the part of the Honourable Company, in virtue of full powers from His Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General, &c. &c. and by Bohora Tolaram on the part of the Rajah, in virtue of full powers from the said Rajah.

Article 1.

There shall be perpetual friendship, alliance, and unity of interests between the British government on the one hand, and the Rajah of Boondée, and his heirs and successors on the other.

Article 2.

The British government takes under its protection the dominions of the Rajah of Boondée.

Article 3.

The Rajah of Boondée acknowledges the supremacy of, and will co-operate with the British government for ever. He will not commit aggressions on any one. He will not enter into negotiations with any one, without the consent of the British government. If by chance any dispute arise with any one, it shall be submitted to the arbitration and award of the British government. The Rajah is absolute ruler of his dominions, and the British jurisdiction shall not be introduced therein.

Article 4.

The British government spontaneously remits to the Rajah and descendants the tribute which the Rajah used to pay to Maha Rajah Holkar, and which has been ceded by the Maha Rajah Holkar to the British government. The British government also relinquishes in favour of the State of Boondée the lands heretofore held by Maha Rajah Holkar within the limits of that State according to the annexed Schedule No. 1.

Article 5.

The Rajah of Boondée hereby engages to pay to the British government the tribute and revenue heretofore paid to the Maha Rajah Scindiah according to the Schedule No. 2.

Article 6.

The Rajah of Boondée shall furnish troops at the requisition of the British government according to his means.

Article 7.

The present treaty of seven articles having been settled at Boondée, and signed and sealed by Captain James Tod and Bohora Tolaram, the ratification of the same by His Excellency the Most Noble the Governor General and Maha Rao Rajah of Boondée, shall be exchanged within one month from the present date.

Done at Boondée, this 10th day of February, A. D. 1818, corresponding to the 4th of Rubbee-ool-Sanee 1233, and 5th day of Maug Soodee, of the Sumbut or Era of Bikramajeet 1875.

(Signed) JAMES TOD.

L.S.

Signature of Bohora Tolaram.

Seal of the
Rajah.

BOONDEE.

This treaty was ratified by His Excellency the Governor General, in camp near Cawnpore, this 1st day of March, one thousand eight hundred and eighteen.

Governor
General's
Seal.

(Signed) HASTINGS.

No. 1.

Schedule of lands relinquished by the British government to Rao Rajah Bishun Singh Behauder, according to the 4th Article of the Treaty.

Pergunnah Bahmungong.
Pergunnah Lakhairio.
Pergunnah Deh.
 $\frac{1}{2}$ of Pergunnah Kurwur.
 $\frac{1}{2}$ of Pergunnah Burroondun.
 $\frac{1}{2}$ of Pergunnah Patun.
Chouth of Boondee, &c.

No. 2.

Schedule of amount of Nett Revenue and Tribute from lands held by Maha Rajah Scindiah, to be paid henceforth to the British government, according to the 5th Article of the Treaty of Boondee.

Total Dehli Sicca Rupees,	-	-	-	80,000
$\frac{2}{3}$ Shares of Pergunnah Patun,	-	-	40,000	
Pergunnah Oreela.				
Pergunnah Samendee.				
$\frac{1}{2}$ of Pergunnah Kurwur.				
$\frac{1}{2}$ of Pergunnah Burroondun.				
Chouth of Boondee and other places,	-	40,000		
Total Rupees	-	-	80,000	

(Signed) JAMES TOD.

L. S.

BOHORA TOLARAM.

Se 1 of the
a jah.

Among the items which compose the 80,000 rupees tribute payable by Boondee under the above treaty, is 40,000 on account of pergunnah Patun. But this pergunnah was omitted in the schedule of districts relinquished by Scindiah, consequently the 40,000 rupees on its account has never been demanded from Boondee, which therefore pays forty instead of eighty thousand rupees, as mentioned in the schedule to the treaty.

KISHENGURH.

KISHENGURH.

This minor Rajpoot State is a branch of the Joudpore principality, and was admitted into the federal alliance with the British government by the annexed Treaty:

No. CCIII.

TREATY between the Honourable English EAST INDIA COMPANY and Malra Rajah KULLEEAN SINGH BEHAUDER, the Rajah of Kishengurh, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honourable Company, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, &c. &c. and by Kazee Futteh, Mohummud Khan, on the part of Maha Rajah Kulleeaun Singh Behauder, according to full powers given by the Rajah.

Article 1.

There shall be perpetual friendship, alliance and unity of interests between the Honourable Company and Maha Raja Kulleeaun Singh and his heirs and successors; and the friends and enemies of one party shall be the friends and enemies of both parties.

Article 2.

The British government engages to protect the principality and territory of Kishengurh.

Article 3.

Maha Raja Kulleeaun Singh, and his heirs and successors, will act in subordinate co-operation with the British government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

Article 4.

The Maha Raja and his heirs and successors will not enter into negotiations with any Chief or State, without the knowledge and sanction of the British government; but the usual amicable correspondence with friends and relations shall continue.

Article 5.

The Maha Raja and his heirs and successors will not commit aggression on any one. If, by accident, any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British government.

Article 6.

The Maha Raja of Kishengurh will furnish troops at the requisition of the British government according to his means.

Article 7.

The Maha Rajah and his heirs and successors shall be absolute rulers of their country; and the British jurisdiction shall not be introduced into that principality.

Article 8.

This treaty of eight articles having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe, and Kazeer Futeh Mohummud Khan; the ratification by his Excellency the Most Noble the Governor General and Maha Raja Kulleeaun Singh Behauder, shall be exchanged within twenty days from the present date.

Done at Dehli, this 26th day of March, A.D. 1818.

(Signed) C. T. METCALFE.

L. S.

L. S.

KULLEEAAUN SINGH BEHAUDER.

L. S.

FUTTEH MOHUMMUD KHAN.

Governor
General's
Seal.

(Signed) HASTINGS.

This treaty was ratified by His Excellency the Governor General, in camp, at Bansbareeah, on the seventh day of April 1818,

(Signed) J. ADAM,

Secretary to the Governor General.

SIROHEE.

During the Mahomedan rule, Sirohee was an important division of the Ajmere province, but subsequently dwindled into comparative insignificance. It was not included in the general arrangements of 1817, for the pacification of Central India. This principality requires importance from its commanding several strong passes between the Bengal and Bombay presidencies.

The ruling family of Sirohee belong to the same tribe as the Rana of Odeypore. When threatened both by Jodhpore and Palhanpoor, and distracted by internal disorder, the Rao solicited admission into the protective alliance of the British government, and in 1823, the annexed Treaty was contracted:

No. CCIV.

TREATY between the Honourable the ENGLISH EAST INDIA COMPANY and RAO SHEO SINGH, Regent of SEROWE, concluded by Captain Alexander Speirs, Agent at Serowe, on the part of the Honourable Company, by order of Major General Sir David Ochterlony, Baronet and G.C.B., Resident at Malwa and Rajpootana, in virtue of full powers granted by the Right Honourable William Pitt, Lord Amherst, Governor General in Council; and on his own part by Rao Sheo Singh, Regent of Serowe.

Whereas at this time Rao Sheo Singh, the Regent of Serowe and representative of the rulers of that principality, has solicited that the protection of the British government may be extended to his country, and the British government has satisfied itself that the State of Serowe is not politically dependent on any of the other Princes or Chiefs of Rajpootana, the request of the Rao has been complied with, and the following articles have been agreed upon as a lasting engagement to define the relations between the parties, and to determine the terms and conditions of the alliance, which will be adhered to by both governments, as long as the sun and the moon shall endure.

Article 1.

The British government consents to take under its protection, and to receive amongst the number of its dependant and tributary States, the Chiefship and territory of Serowe.

Article 2.

The Regent Rao Sheo Singh on his own behalf, and in the name of the Rao, his heirs and successors, hereby acknowledges the supremacy of the British government, and engages to discharge with fidelity the duties of allegiance, and to observe punctually the other conditions detailed in this engagement.

Article 3.

The Rao of Serowe will not form or maintain connections with any other States or Chiefs. He will not commit aggression on any one. If by accident disputes arise with a neighbour, they shall be submitted to the arbitration and decision of the British government. That government undertakes also to arbitrate and adjust any claims which may be possessed or advanced by other States upon Serowe or *vice versa*, whether for lands, service, money, contributions or otherwise.

Article 4.

The jurisdiction of the British government shall not be introduced into the territories of Serowe, but the rulers thereof shall at all times attend to the advice of the officer of the British government in the administration of their affairs, and act in conformity thereto.

Article 5.

The territory of Serowe having at this time become a perfect desert, in consequence of intestine divisions, the disorderly conduct of the evil disposed portion of its inhabitants, and the incursions of predatory tribes, the Regent hereby expressly and specially engages to follow the counsel of the British authority in all his proceedings for the restoration of the prosperity of the country, and the introduction of good order and regularity. The Regent likewise promises that he will use his most strenuous exertions, both now and hereafter, for the improvement of the country, the suppression of robbery and theft, and the due and efficient administration of justice to all his subjects.

Article 6.

If any of the sirdars and thakoors of Serowe shall commit offences or be guilty of disobedience, the same shall be punished by fine or confiscation of lands, or such other infliction as may be in each case determined on, in concert and concurrence with the officers of the British government.

Article 7.

All classes in Serowe, nobles and peasants, having with one voice declared that Rao Oodebaun, the former ruler, was justly deposed and thrown into confinement, with the approbation of all the sirdars and thakoors, on account of his tyranny and oppression to his subjects, and the Rao Sheo Sing being by all parties admitted to be the proper successor, the British government will recognize the Rao Sheo Sing as Regent of the State, during the time of his natural life, but after his decease, should there be any lawful heirs of Rao Oodebaun, they will succeed to the principality.

Article 8.

The State of Serowe shall pay such tribute to the British government to defray the expences incurred by undertaking its protection, as may be determined on, at the expiration of three years from the date of this engagement, provided, however, that the amount thereof shall not exceed 3-8ths or 6 annas of the annual revenues of the country.

Article 9.

With the view to the encouragement of trade and the promotion of the general welfare of the community, it shall be competent to the officers of the British government to recommend such rates of transit duties and regulations for the collection of customs within the limits of the Serowe territory as may on further experience be judged expedient, and to interfere from time to time to enforce or amend the same.

Article 10.

When any detachment of British troops shall be employed in or near Serowe, the Rao will, in the due discharge of his duty to the British government, provide the same with all the needful supplies without charging any duty thereon. The commanding officer of such force will, on his part, use his best endeavours for the protection from injury of the crops and corn fields. And should it meet the views of the British government to canton a force in Serowe, it shall be optional with it to do so, and no dissatisfaction with the arrangement will be felt on the part of the Rao. So also should it be found necessary hereafter to raise for the service of the State of Serowe a corps, to be officered and disciplined by Europeans, the Rao engages to adopt that measure to the extent of his means on the recommendation of the British government: a liberal regard being had to the amount paid by him as tribute. The militia actually entertained by the Rao will be at all times ready to act in subordinate co-operation with the officers of the British government.

Done at Serowe, this eleventh day of September, Anno Domini one thousand eight hundred and twenty-three.

Seal of
Rao Sheo Singh.

Company's
Seal.

(Signed) AMHERST.

Ratified by the Right Honourable the Governor General in council, at Fort William, this thirty-first day of October, A. D. 1823.

(Signed) GEO. SWINTON,
Secretary to Government.

PERTAUBGURH

The Raja of this small Chiefship is descended from a junior branch of the Odeypore family. His principality occupies nearly the whole of the district of Kantal. His ancestors were officers of the Delhi Emperors; one of them, Salim Sing, obtained from Mahomed Shah permission to coin money in his own name, the "Salim Shae" Rupee. The State subsequently became tributary to Holkar, to whom the tribute continues to be paid; but was received into British alliance by the annexed Treaty:

No. CCV.

TREATY with the Rajah of DOWLEAH and PERTAUBGURH, dated the 5th of October 1818.

Engagement entered into by the Honourable the East India Company and Samut Sing, Rajah of Dowleah and Pertaubgurh, his heirs and successors, settled by Captain Caulfield, under authority from Brigadier General Sir John Malcolm, K.C.B. and K.L.S., Political Agent to the Most Noble the Governor General, on the part of the Honourable East India Company, and Ram Chund Bhow, on the part of Samut Sing, Rajah of Dowleah and Pertaubgurh, the said Brigadier General Sir John Malcolm being invested with full power and authority from the Most Noble Francis, Marquis of Hastings, K.G., one of His Britannic Majesty's Most Honourable Privy Council, appointed by the Honourable East India Company to direct and control all their affairs in the East Indies, and the said Ram Chund Bhow being duly invested with full powers on the part of Samut Sing, Rajah of Dowleah and Pertaubgurh.

Article 1.

The Rajah promises to give up all connection with other States, and to the utmost of his power prove his obedience to the British government, who, in return, agree to assist him in re-establishing good order throughout his district, and to protect him from the claims and trespasses of all other States:

Article 2.

The Rajah agrees to pay to the British government all arrears of tribute justly due to Maha Rajah Mulhar Rao Holkar, amounting to one lac, twenty-four thousand, six hundred and fifty-seven rupees and six annas, in the following manner; viz:

The first year, Anno Domini 1818-19, corresponding to the years Fuslee 1226 and 1875 Sumbut, ten thousand rupees.

Second year—fifteen thousand rupees.

Third year—twenty thousand rupees.

Fourth year—twenty-five thousand rupees.

Fifth year—twenty-five thousand rupees.

Sixth year—twenty-nine thousand, six hundred and fifty-seven rupees and six annas.

And the Rajah further agrees, that in case the above payments be not made as specified, an agent on the part of the British government shall be appointed to receive the sums above-mentioned from the town duties of Pertaubgurh.

Article 3.

The Rajah of Dowleah and Pertaubgurh agrees on his part and on that of his heirs, to pay to the British government, in lieu of its protection, such tributes and presents as he has hitherto paid to Mulhar Rao Holkar; the above tribute to be paid follows, viz.

The first year, Anno Domino 1818-19, corresponding to the year 1220 PERTAUBGURH Fuslee, and 1875 Sumbut, the sum of thirty-five thousand rupees.

Second year—forty-five thousand rupees.

Third year—fifty-five thousand rupees.

Fourth year—sixty-five thousand rupees.

And the fifth year, the full amount of the tribute, namely, seventy-two thousand ~~four~~ hundred Salum Shahee rupees, in two payments, half in Maugh and the other half in Jeyte, corresponding to the months of March and July.

Article 4.

The Rajah further agrees not to entertain Arabs or Mekranees in his service, but to keep up fifty horsemen and two hundred foot soldiers, inhabitants of the Purtaubgurh district, who ~~are~~ to be at the disposal of the British government, whenever their services ~~are~~ required in the vicinity of the Purtaubgurh district.

Article 5.

The Rajah of Pertaubgurh to be the master of his own government, in the affairs of which the British government is not to interfere, except in the settlement of all predatory tribes, and in the re-establishment of tranquility and good order; the Rajah agrees to be guided by the advice of the British government, and further, that he will not levy any unusual duty on the mint or merchants, or ~~any~~ merchandize, throughout his territories.

Article 6.

The British government agrees not to give countenance to any of the connections or relations of the Pertaubgurh Rajah who may be disobedient, but to afford the Rajah aid in bringing them under due control.

Article 7.

The British government agrees to aid the Rajah in subduing the Meenahs Bheels, &c. &c.

Article 8.

The British government agrees not to interfere with any just and ancient claims the Rajah may be authorized to make, by usage, ~~and~~ his subjects.

Article 9.

The British government agrees to aid the Rajah in all his just demands ~~and~~ his subjects, should he not be able to enforce them.

Article 10.

If the Pertaubgurh Rajah should have any just claims upon any neighbouring State or the surrounding Thakoors, the British government agrees to afford him the benefit of its influence in recovering or adjusting them. It will also mediate to settle any difference or dispute that may arise between him and such Chiefs.

Article 11.

The British government agrees not to interfere in the distribution of the Kheraut lands; and it will pay ~~on~~ all occasions the utmost respect to the religious customs and prejudices of the Rajah and the inhabitants of the country.

Article 12.

The Rajah agrees, in the third article of this engagement, to pay tribute to the British Government, and, for the purpose of securing the same, agrees to
(251.)

PERTAUBGURH.

pay the said tribute to persons to be appointed to receive it on the part of the British government, and in the event of any failure in the said payment, the Rajah agrees that an agent on the part of the British government be appointed to receive the tribute from the town duties of Pertaubgurh.

This engagement, consisting of twelve articles, has been this day settled by Captain James Caulfield, acting under the directions of Brigadier General Sir John Malcolm, K.C.B. and K.L.S., on the part of the Honourable Company, and by Ram Chund Bhow on the part of Samut Sing, Rajah of Dowleah and Pertaubgurh; Captain Caulfield has delivered one copy thereof in English, Persian, and Hindui, signed and sealed by himself, to the said Ram Chund Bhow, to be forwarded to the Rajah of Dowleah and Pertaubgurh, and has received from the said Ram Chund Bhow a counterpart of the said engagement signed and sealed by him.

Captain Caulfield engages that a copy of the said treaty ratified by the Most Noble the Governor-General, in every respect a counterpart of the treaty now executed by himself, shall be delivered to Ram Chund Bhow, to be given to Samut Sing, Rajah of Dowleah and Pertaubgurh, within the period of two months; and on the delivery of such copy to the Rajah, the treaty executed by Captain Caulfield, under the immediate direction of Brigadier General Sir John Malcolm, K.C.B. and K.L.S., shall be returned: and Ram Chund Bhow in like manner engages, that another copy of the said treaty, by Samut Sing, Rajah of Dowleah and Pertaubgurh, in every respect the counterpart of the treaty now executed by himself, shall be delivered to Captain Caulfield, to be forwarded to the Most Noble the Governor-General, within the space of eight days from this date, and on the delivery of such copy to the Most Noble the Governor-General, the treaty executed by Ram Chund Bhow, by virtue of the full power and authority vested in him as above-mentioned, shall also be returned.

Done at Neemuch, this 5th day of October, A.D. 1818, on the 4th day of Zehijj, in the year of Hegira 1233, corresponding to the 6th day of the month Assauje Sud Chyte Sumbut 1875.

(Signed) HASTINGS.

The Governor
General's
Small Seal.



(Signed) G. DOWDESWELL.
" J. STUART.
" C. M. RICKETTS.

Ratified by His Excellency the Most Noble the Governor-General in Council, at Fort William, this 7th day of November, 1818.

(Signed) J. ADAM,
Chief Secretary to Government.

DOONGURPORE.**DOONGURPORE.**

The Chief of Doongurpore, a minor state in the province of Bagur, which lies between Mewar and Guzerat, is a senior branch of the Odeypore family. His ancestors became early dependent on the Emperors of Delhi, and continued so until compelled to pay tribute to the Mahrattas, from whose oppression the State was rescued by the following Treaty:

TREATY between the Honourable ENGLISH EAST INDIA COMPANY and RAE E RAEAN MAHA RAWUL SREE JUSWUNT SING, Rajah of DOONGERPORE, his heirs and successors, concluded on the part of the Honourable English East India Company, by Captain J. Caulfield, acting under the instructions of Brigadier General Sir John Malcolm, K.C.B. and K.L.S. &c. &c. Political Agent for the Most Noble the Governor-General, and Rae E Rae Ean Maha Rawul Sree Juswunt Sing, Raja of Doongerpore, on the part of himself, his heirs and successors, the said Brigadier General Sir J. Malcolm being invested with full powers and authority from the Most Noble Francis, Marquis of Hastings, K.G. one of His Britannic Majesty's Most Honourable Privy Council, appointed by the Honourable East India Company to direct and control their affairs in the East Indies.

Article 1.

There shall be perpetual friendship, alliance and unity of interest between the British government and Maha Rawul Sree Juswunt Sing, Raja of Doongerpore, his heirs and successors; and the friends or enemies of either of the contracting parties shall be the ~~same~~ to both.

Article 2.

The British government engages to protect the principality and territory of Doongerpore.

Article 3.

The Maha Rawul, his heirs and successors, will always act in subordinate co-operation with the British government, and with due submission to its supremacy; and will not henceforth have any connection with other Chiefs or States.

Article 4.

The Maha Rawul and his heirs and successors shall remain absolute rulers of their territory and principality; and the civil and criminal jurisdiction of the British government shall not be introduced therein.

Article 5.

The affairs of the principality of Doongerpore shall be settled according to the advice of the British government in which the British government will pay all practicable attention to the will of the Maha Rawul.

Article 6.

The Maha Rawul and his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British government, but his customary amicable correspondence with friends or relations shall continue.

Article 7.

The Maha Rawul, his heirs and successors, will not commit aggressions on any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British government.

Article 8.

The Maha Rawul, his heirs and successors agree to pay all tribute justly due to the State of Dhar, or any other power up to the present time, to the British government by annual payments, to be regulated at the discretion of the British government, according as the Doongerpore State recovers its prosperity.

Article 9.

The Maha Rawul, his heirs and successors, agree to continue the payment to the British government, in lieu of its protection, and to defray the expences it may be put to, a tribute, to be regulated by the prosperity of his country; but never to exceed three-eighths of the actual revenue.

DOONGURPORE**Article 10.**

The Maha Rawul, his heirs and successors, engage to afford what military force they may be possessed of to the British government upon its requisition.

Article 11.

The Maha Rawul, his heirs and successors, engage to discharge all Arabs, Meerannees and Sindees; and to entertain — soldiers, but natives of the country.

Article 12.

The British government agrees not to countenance the connections of the Maha Rawul who may be disobedient, but to afford him aid in bringing them under due control.

Article 13.

The Maha Rawul agrees, in the ninth article of this treaty, to pay tribute to the British government, and for the purpose of securing the same agrees to pay the said tribute to persons to be appointed to receive it upon the part of the British government, and in the event of any failure in the said payment, the Maha Rawul agrees that an agent on the part of the British government be appointed to receive the tribute from the town duties of Doongerpore.

This treaty, consisting of thirteen articles, has been this day concluded by Captain J. Caulfield, acting under the direction of Brigadier General Sir J. Malcolm K.C.B. and K.L.S. &c. &c. &c., on the part of the Honourable East India Company, and by Maha Rawul Sree Juswunt Sing, Rajah of Doongerpore, in behalf of himself his heirs and successors. Captain Caulfield engages that a copy of this treaty, ratified by the Most Noble the Governor General, shall be delivered to the Maha Rawul Sree Juswunt Sing, Raja of Doongerpore, within the period of two months, and on delivery of the same, the present treaty executed by Captain Caulfield, under the immediate direction of Brigadier General Sir J. Malcolm, K.C.B. and K.L.S. shall be returned.

The Rawul has signed and sealed this treaty in the full possession of his faculties, and from his own free will and choice, as witness his hand and seal.

Done at Doongerpore, this 11th day (eleventh) of December A.D. 1818, or the twelfth of the month Suffer in the year 1234, Hegira, corresponding to the fourteenth of Augun Sood, Summut 1875.

(Signed) J. CAULFIELD.



(Signed) JUSWUNT SING.
In Rongon characters.



(Signed) HASTINGS.

„ G. DOWDESWELL.
„ J. STUART.
„ J. ADAM.

The Governor
General's small
Seal.

Ratified by His Excellency the Governor General in Council this 13th day of February, A.D. 1819.

(Signed) C. T. METCALFE.
Secretary to Government.

BANSWARRA.**BANSWARRA.**

The ruling family of this petty State is a branch of that of Odeypore. The principality was dependent on the Empire until the ascendancy of the Mahrattas, from whose oppression and consequent misery, it was rescued by the British government under the following Treaty :

No. CCVII.

TREATY between the Honourable the **ENGLISH EAST INDIA COMPANY** and **RAEE RAEEAUN MAHA RAWUL SREE OMED SING BEHAUDER**, Rajah of **BANSWARRA**, and his heirs and successors, concluded on the part of the Honourable English East India Company by Mr. Charles Theophilus Metcalfe, in virtue of full powers granted to him by His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, and on the part of Maha Rawul Sree Omed Sing Behauder, by Ruttun Jeo Pundit, in virtue of full powers, granted by the Maha Rawul.

Article 1.

There shall be perpetual friendship, alliance and unity of interests between the British government and Maha Rawul Sree Omed Sing Behauder, Rajah of Banswarra, and his heirs and successors; and the friends and enemies of either of the contracting parties, shall be the same to both.

Article 2.

The British government engages to protect the principality and territory of Banswarra.

Article 3.

The Maha Rawul, and his heirs and successors, will always act in subordinate co-operation with the British government and with due submission to its supremacy; and will not henceforth have any connection with other Chiefs and States.

Article 4.

The Maha Rawul, and his heirs and successors, shall remain absolute rulers of their territory and principality; and the civil and criminal jurisdiction of the British government shall not be introduced therein.

Article 5.

The affairs of the principality of Banswarra shall be settled according to the advice of the British government, in which the British government will pay all practicable attention to the will of the Maha Rawul.

Article 6.

The Maha Rawul and his heirs and successors, will not enter into negotiations with any Chief or State without the sanction of the British government; but his customary amicable correspondence with friends and relations shall continue.

Article 7.

The Maha Rawul, and his heirs and successors, will not commit aggressions on any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British government.

Article 8.

The Maha Rawul, and his heirs and successors, will pay tribute to the British government to the extent of three-eighths of the revenue of their possessions.

BANSWARRA.

Article 9.

The State of Banswarra shall furnish troops on requisition, according to its means, for the service of the British government.

Article 10.

This treaty of ten articles having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe and Ruttun Jeo Pundit, the ratification of the same by His Excellency the Most Noble the Governor General and Maha Rawul Omed Sing shall be exchanged within two months from this date.

Done at Dehli, the 16th September, A.D. 1818.

Ruttun Jeo
Pundit's Seal

(Signed) C. T. METCALFE.

Company's
Seal

(Signed) HASTINGS.
G. DOWDESWELL.
" J. STUART.
" C. M. RICKETTS.

Ratified by His Excellency the Governor General in Council, this tenth day of October, one thousand eight hundred and eighteen, at Fort William.

(Signed) J. ADAM,
Chief Secretary to Government.

Supplementary article of the Treaty of the 16th of September, 1818; between the Honourable English East India Company, and Raze Raeean Maha Rawul Sree Omed Sing Behauder, Rajah of Banswarra.

Whereas the Maha Rawul declares that heretofore he has never paid fixed tribute to any one, it is hereby agreed that, if any Chief lay claim to tribute and prove his right, the settlement of such claim shall be submitted to the arbitration of the British government.

Done at Delhi, 16th September, A. D. 1818.

L. S.

Ruttun Jeo
Pundit's Seal

(Signed) C. T. METCALFE.

Company's
Seal

(Signed) HASTINGS.
G. DOWDESWELL.
" J. STUART.
" C. M. RICKETTS.

Ratified by His Excellency the Governor General in Council, this tenth day of October, one thousand eight hundred and eighteen, at Fort William.

(Signed) J. ADAM,
Chief Secretary to Government.

The Rawul having expressed some dissatisfaction with the foregoing Treaty, it replaced by the following:

TREATY between the Honourable EAST INDIA COMPANY, and RAE RAEAAUN MAHA RAWUL SREE OMED SING, Rajah of BANSWARRA, his heirs and successors, concluded on the part of the Honourable East India Company by Captain James Caulfield, under authority from Brigadier General Sir John Malcolm, K. C. B. and K. L. S., Political Agent for the Most Noble the Governor General, and Raae Raaeaun Maha Rawul Sree Omed Sing, Rajah of Banswarra, on his own part and that of his heirs and successors. The said Brigadier General Sir John Malcolm being invested with full powers and authority from the Most Noble Francis, Marquis of Hastings, K.G., one of his Britannic Majesty's Most Honourable Privy Council, appointed by the Honourable East India Company to direct and control all their affairs in the East Indies.

Article 1.

There shall be perpetual alliance, friendship and unity of interests between the British government and Maha Rawul Sree Omed Sing, Rajah of Banswarra, his heirs and successors; and the friends and enemies of either of the contracting parties shall be the same to both.

Article 2.

The British government agrees to protect the principality and territory of Banswarra.

Article 3.

The Maha Rawul, his heirs and successors, will always act in subordinate co-operation with the British government and with due submission to its supremacy; and will not henceforth have any connection with any other Chief or State.

Article 4.

The Maha Rawul, his heirs and successors shall remain absolute rulers of their territory and principality; and the civil and criminal jurisdiction of the British government shall not be introduced therein.

Article 5.

The affairs of the principality of Banswarra shall be settled according to the advice of the British government, in which the British government will pay all practicable attention to the will of the Maha Rawul.

Article 6.

The Maha Rawul, his heirs and successors, will not enter into negotiations with any Chief or State without the sanction of the British government; but his customary amicable correspondence with friends and relations shall continue.

Article 7.

The Maha Rawul, his heirs and successors, will not commit aggressions upon any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British government.

Article 8.

The Maha Rawul, his heirs and successors, engage to pay to the British government all arrears of tribute due to the Rajah of Dhar or any other State, in such annual payments and at such periods as his income may admit of, it being left to the discretion of the British government to fix the same.

Article 9.

The Maha Rawul, his heirs and successors, to continue the payment of tribute to the British government, which tribute is to increase annually as the territory of Banswarra recovers its prosperity till it rises at whatever amount the British government may deem adequate to cover the expence incurred by protecting the State of Banswarra, provided that such tribute does not exceed three-eighths of the revenue of the country.

Article 10.

The Maha Rawul, his heirs and successors, agree that the military force of the country shall always be at the disposal of the British government.

BANSWARRA.**Article 11.**

The Maha Rawul, his heirs and successors, agree never to entertain in their service any Arabs, Meerancees, Sindees or other foreign troops; but that their army shall be composed of the military class of the inhabitants of the country.

Article 12.

The British government is not to countenance the connections or relations of the Maha Rawul, his heirs and successors, who may prove disobedient; but to afford to the Maha Rawul aid in bringing them under due control.

Article 13.

The Maha Rawul, in the 9th article of this treaty, agrees to pay tribute to the British government; and for the purpose of securing the same agrees that in event of delay or failure in the said payment, an Agent on the part of the British government be stationed at Banswarra to receive the collections levied at the Chubootra and its dependant Nakhas.

This treaty, consisting of thirteen articles, has this day been settled by Captain James Caulfield, acting under the direction of Brigadier General Sir John Malcolm, K. C. B. and K. L. S. on the part of the Honourable East India Company and Rasee Raseaun Maha Rawul Sree Omed Sing, Rajah of Banswarra, on the part of himself, his heirs and successors. Captain Caulfield has delivered one copy thereof in English, Persian, and Hindoostanee, signed and sealed by himself, to the said Maha Rawul Sree Omed Sing, from whom he has received a counterpart of the same bearing his seal and signature.

Captain Caulfield engages that a copy of the said treaty, ratified by the Most Noble the Governor General, in every respect a counterpart of the treaty now executed by himself, shall be delivered to the Maha Rawul, Sree Omed Sing, within the space of two months from this date, upon which the treaty executed by Captain Caulfield shall be returned. This treaty has been concluded by the Maha Rawul Sree Omed Sing, by his own free and unbiassed will, whilst in the full possession of his faculties.

Done at Banswarra, this twenty-fifth day of December, A. D. 1818, or the twenty-fourth day of the month Suffur, in the year 1234, Hegira, corresponding to the thirteenth day of the month of Poos, 1875, Summut.

(Signed) J. CAULFIELD.



(Signed) HASTINGS.
 " G. DOWDESWELL.
 " JAS. STUART.
 " J. ADAM.

The Governor
 General's
 Small Seal.

Ratified by His Excellency the Governor General in Council, this 13th day of February, A. D. 1819.

(Signed) C. T. METCALFE,
Secretary to Government.

LUNAWARA.**LUNAWARA.**

This small Chiefship, situated on the confines of Guzarat, co-operated, to the best of its ability, with the army under Colonel Murray in the war with Scindiah of 1803, and was admitted to British protection by the following Engagement:

No. CCIX.

TREATY with the Rajah of LUNAWARA, 1803.

In virtue of the authority which has been vested in Colonel John Murray, commanding the British forces in Guzarat, Attaveesy, and districts conquered from Dowlut Rao Scindiah, to ratify and conclude a treaty of amity with me, on the basis of friendship, and on those terms of reciprocal benefit which had been previously acceded to on my part, and recommended in my behalf by Colonel Murray, during his continuance in the Lunawara district; and anxious to profit

by the friendly protection which the Honourable Company Behauder has been graciously pleased to extend towards me, I do, of my free will, and in conformity to the terms previously agreed to, hereby enter into or confirm the following conditions, namely :

LUNAWARA.

Article 1.

First.—As tributary to the Honourable Company Behauder, I hereby engage, in consequence of their gracious concession, in my behalf, of the tribute hitherto usually paid by me to the late government of Dowlut Rao Scindiah, to maintain at my own expence, devoid of every claim to remuneration from the government of the Honourable Company Behauder, ■ military force for the defence of my territories, the services of which shall be at their command, in repelling every attempt hostile to their interests, by an invasion of Guzerat through my districts; and I hereby engage to relinquish all claim to indemnification or any injury myself or subjects may sustain, in our persons or property, by those efforts against the common enemy, considering, ■ all occasions, the enemies of the English ■ my own, and pledging myself to defend my country against them to the last extremity; further engaging to give such token of allegiance ■ His Excellency the Governor-General may be pleased to require.

Article 2.

Second.—I engage on all occasions to be answerable for the safety of the property and persons of the British government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for their services from the government, as far as relates to them or those in their service; but with respect to their subjects, I reserve the right of taxing merchandize, and exacting payment according to ancient custom, for the protection which I hereby engage to give the merchants.

Concluded, Camp Lunawara, November 14, 1803.

(Signed) J. MURRAY,
Colonel.

The alliance with Lunawara being found inconvenient, Sir G. Barlow withdrew from it in 1806. On its abandonment by the British government, Scindiah exacted a tribute of 12,000 rupees per annum from Lunawara. In 1819 the British government guaranteed the payment of the tribute; on condition that Scindiah's officers should not interfere in the affairs of the principality with which no treaty now exists.

SOONTH.

SOONTH.

This petty State adjoins Lunawara on the Guzerat frontier, and acquires ■ little consequence from the command of some strong passes between Mewar and Guzerat. The annexed Engagement ■■ contracted with Soonth in 1803:

No. CCX.

TREATY with the RAJAH of SOONTH, 1803.

Trusting and believing in Providence: I hereby declare that, desirous to embrace the very amicable offer made to ■ by Colonel Murray, commanding the British troops in Guzerat, Attaveesy, and conquered districts, on behalf of the Honourable Company Behauder, and to cement the friendship which at present ■ happily exists between me and the Honourable Company's government, I have, in testimony thereof, of my free will and consent, entered into the following engagements with the Honourable Company Behauder, under whose protection it has pleased the Almighty to place me.

Article 1.

As tributary to Powaghur and the Honourable Company Behauder, I hereby engage to continue the payment of the same annual tribute as it has been usual for me to pay to the late government of Dowlut Rao Scindiah, (namely 2,700

SOONTH.

rupees,) but should it please the Honourable Company's government graciously to release me, in future, from the payment of the aforesaid tribute, then I engage to present them annually with such nuzzeranna, in token of my allegiance, as they may be pleased to direct, which shall be in lieu of all other sums whatever; and as long as I continue faithfully to adhere to the interests of the Honourable Company, this concession of the tribute to be paid by me, if acceded to by His Excellency the Governor-General in Council, shall not be liable to be revoked.

Article 2.

I engage, on every occasion, to consider the enemies of the English ■ my own, and to the last extremity to defend my country, and oppose any attempt of ■ hostile nature which may be made by a foreign power, for the passage of troops through my districts; and relinquish all claim to indemnification for any losses myself or subjects may suffer ■ the occasion.

Article 3.

On all occasions when my country is threatened by a foreign force, either on account of my attachment to the British government, or by people, my enemies, I shall receive assistance from the Honourable Company's government, to enable me to resist the enemy: unless it should appear the invasion is intended merely to punish insubordinate subjects of mine, who may have violated my neighbour's boundaries, when I agree to adopt such measures ■ may satisfy the aggrieved.

Article 4.

I engage, on all occasions, to be answerable for the safety of the property and persons of the British government, its servants and subjects, wherever they may be, now or hereafter, in my districts; and relinquish all claim to remuneration for these services from the government, as far as relates to them or those in their service: but with respect to their subjects, I reserve the right of taxing merchandise and exacting payment, according to ancient custom, for the protection which I hereby engage to give to the merchants.

Concluded, Camp Calliban, December 15th, 1803.

(Signed) J. MURRAY,
Colonel.

The foregoing engagement was dissolved by Sir G. Barlow in 1806, on the ground of its inconvenience, and Soonth was again compelled to pay a tribute of 7,000 rupees per annum to Scindiah. In 1819, our government secured the payment of the tribute; Scindiah's officers abstaining from all interference with the government of Soonth.

The tributes of Soonth and Lunawara were not included in the treaty of Gwalior, and continue to be paid to Scindiah.

KEROWLEE.**KEROWLEE.**

The Raja of this small Rajpoot State is of the Jadoo tribe. The Kerowlee State ■ admitted into British alliance in 1817, under the following Treaty:

No. CCXI.

TREATY between the Honourable ENGLISH EAST INDIA COMPANY and MAHARAJAH JUDKOOL CHUNDURBAL HURBUKSHPAL DEO, Rajah of Kerowlee, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honourable Company, in virtue of full powers from His Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General &c. and by Meer Utteekoolla, on the part of the Raja, in virtue of full powers from the said Raja.

Article 1.

There shall be perpetual friendship, alliance and unity of interests between the British government on the ■ hand, and the Raja of Kerowlee and his descendants on the other.

Article 2.

KEROWLEE.

The British government takes under its protection the dominions of the Raja of Kerowlee.

Article 3.

The Raja of Kerowlee acknowledges the supremacy of, and will co-operate with the British government for ever. He will not commit aggressions on any one. He will not enter into negotiations with any one, without the consent of the British government. If by chance any dispute arise with any one, it shall be submitted to the arbitration and award of the British government. The Raja is absolute ruler of his dominions, and the British jurisdiction shall not be introduced therein.

Article 4.

The British government spontaneously remits to the Raja and his descendants the tribute which the Raja used to pay to the Peishwa, and which has been ceded by the Peishwa to the British government.

Article 5.

The Rajah of Kerowlee shall furnish troops, at the requisition of the British government, according to his means.

Article 6.

The present treaty of six articles, having been settled at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe, and Meer Utteekoola, the ratification of the same by His Excellency the Most Noble the Governor-General and the Maha Raja of Kerowlee, shall be delivered at Delhi within one month from the present date, November 9th, 1817.

(Signed) C. T. METCALFE.

L.S.

The Rajah's
Seal.Meer Utteekoola's
Seal.Company's
Seal.

(Signed) HASTINGS.

This treaty was ratified by His Excellency the Governor-General, in Camp, at Salyah on the fifteenth day of November, 1817 thousand eight hundred and seventeen.

(Signed) J. ADAM,

Secretary to the Govr. Genl.

ALWURAND TIJARA.ALWUR AND
TIJARA.

Pertaub Sing held Macherry as a fief of Jeypore, but asserted his independence during the minority of Raja Pertaub Sing, of Jeypore, about 1780.

ALWUR AND
TIJARA.

Pertaub Sing joined Nujuff Khan, the Imperial commander against the Jauts, and obtained through him the title of Rao Raja, and a sunnud for Macherry to be held direct of the Crown. The Rajah of Bhurtpore being at ■■■ with Nujuff Khan, Pertaub Sing seized several of his districts, including Alwur, which he made the Capital of his own principality.

Rao Raja Pertaub Sing ■■■ succeeded by his son, Bucktuar Sing, with whom the subjoined Treaty was concluded:

No. CCXII.

ARTICLES of a TREATY agreed upon between His Excellency General GERARD LAKE, Commander-in-Chief of the British forces in India, in virtue of authority granted for that purpose by His Excellency the Most Noble the Marquis Wellesley, Governor-General, &c. &c. &c. and Maha Rao Rajah SEWAY BUCTAWAR SING BEHAUDER.

Article 1.

A permanent friendship is established between the Honourable the English East India Company and Maha Rao Rajah Seway Buctawar Sing Behauder, and between their heirs and successors.

Article 2.

The friends and enemies of the Honourable Company shall be considered the friends and enemies of Maha Rao Rajah, and the friends and enemies of Maha Rao Rajah shall be the friends and enemies of the Honourable Company.

Article 3.

The Honourable Company shall not interfere with the country of Maha Rao Rajah nor shall demand any tribute from him.

Article 4.

In the event of any enemy evincing a disposition to attack the countries ■■■ in the possession of the Honourable Company or of their allies in Hindostan, Maha Rao Rajah agrees to send the whole of his force to their assistance, and to exert himself to the utmost of his power to repel the enemy, and to omit no opportunity of proving his friendship and attachment.

Article 5.

As from the friendship established by the second article of the present treaty, the Honourable Company become guarantee to Maha Rao Rajah for the security of his country against external enemies, Maha Rao Rajah hereby agrees, that if any misunderstanding should arise between him and the Circar of any other Chieftain, Maha Rao Rajah will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Rao Rajah may demand aid from the Company's government. In the event above stated in this article, it will be granted, and Maha Rao Rajah agrees to take upon himself the charge of the expence of such aid, at the same rate ■■■ has been settled with the other Chieftains of Hindoostan.

The above treaty, comprised in five articles, has been duly exchanged under the seal and signature of His Excellency General Gerard Lake, and under the seal and signature of Maha Rao Rajah Buctawur Sing Behauder, at Puhessur, on the 14th day of November, 1803 of the Christian Æra, agreeing with the 26th of Rujib, 1218 Hegira, and the 15th of Aghun 1860 Summut. When a treaty containing the above five articles, shall be delivered to Maha Rao Rajah,

under the seal and signature of His Excellency the Most Noble the Marquis ^{ALWUR AND} Wellesley, Governor-General, &c. &c. &c., the present treaty, under the seal ^{TIJARA.} and signature of His Excellency General Lake, shall be returned.

(Signed) G. LAKE.

L.S.

The Rajah's
Seal.



(Signed) WELLESLEY.

This treaty ■ ratified by the Governor-General in Council, the 19th December, 1803.

For mutual convenience the following exchange of territories ■ effected in 1805.

No. CCXIII.

TRANSLATION of an ENGAGEMENT entered into by the VAKEEL of the RAO RAJAH.

I, Ahmed Buksh Khan, having full powers from Maha Rao Rājah Sewaee Buctawur Sing, engage, on behalf of myself and the Maha Rao Rajah aforesaid, that one lac of rupees shall be paid to the British government on account of the grant of the Fort of Kishenghur, together with its dependencies, and the stores contained in the Fort and the pergunnahs of Tijara, Tapookeeah and Kultoomaun, received in exchange of Dadree, Budwanor and Bhawna Kerjab, shall be given under the seal and signature of the Maha Rao Rajah; also that the bund of the Laswarree nuddee shall always be open, inasmuch ■ is necessary for the benefit of the country of the Bhurtpore Rajah. The Maha Rao Rajah will strictly adhere to this agreement.

Whenever an engagement ratified by the Maha Rao Rajah shall be received this paper shall be returned.

This paper is to be considered as a formal engagement. 21st Rujib, 1220 Hegira.

Seal of Ahmed
Buksh Khan.

(A true translation.)

(Signed) C. T. METCALFE,
A. G. G.

L.S.

It having been found in 1811 that the Rao Raja had been forming engagements with foreign States without the knowledge and consent of the British government, and as the prohibition to his doing so was not very clearly contained in the Treaty, the omission was rectified by the following Engagement:

No. CCXIV.

ENGAGEMENT with the RAO RAJAH of MACHERY, dated 16th July, 1811.

Engagement ■ the part of Maha Rao Rajah Buctawur Sing, Rajah of Machery.

Whereas, the strictest unity of interests is firmly established between the British government and Maha Rao Rajah Sewaee Buctawur Sing, and whereas it is expedient that this should be universally known and understood, the Maha
(251.) 3 N 3

ALWUR AND
TIJARA.

Rao Rajah hereby engages, for himself and his heirs and successors, that he will never enter into any engagements or negotiation whatever with any other State or Chief without the knowledge and consent of the British government; with this view the present engagement is written on the part of Maha Rao Rajah Sewaee Buctawur Sing, this 16th day of July, 1811 of the Christian Æra, corresponding with the 24th of Jumadee-ool-Sanee, 1246 Hegira, it being understood that the treaty formerly concluded between the two States, is by no means annulled by the present engagement, but on the contrary is hereby confirmed and strengthened.

Seal of
Maha Rajah Rao
Buctawur Sing.

(True transcript.)

C. T. METCALFE,

Resident.

L.S.

In 1815 the Rao Raja Buctuar Sing died, and a difference ■■■■ to the succession; one party in the State supporting the pretensions of a nephew, Benee Sing, and another those of Bulwunt Sing, ■■■ illegitimate son of the late Raja. It ■■■ at length agreed that the nephew should have the dignity of Rao Raja while the ■■■ should possess the power and resources of the State. The claimants were minors when this arrangement ■■■ made, and when they grew up the Rao Raja Benee Sing seized all the authority of the State and made his cousin ■ prisoner. As the arrangement above referred to had received the sanction of the British government, it was incumbent on it to rescue Bulwunt Sing from imprisonment, accordingly the following engagement ■■■ made through the mediation of Sir Charles Metcalfe, immediately after the reduction of Bhurtpore. The territory given to Bulwunt Sing is that which had been given to his father, the late Raja, by the British government, and is called the Tijara State:

No. CCXV.

(Translation.)

ENGAGEMENT ■■■ the part of MAHA RAO RAJAH SEWAE BENE SING.

Whereas certain districts, Tijara, Tupookra, Butaee, Moondawar, &c. were granted to the late Rao Rajah Buctawur Sing by the British government through the mediation of General Lord Lake, I cede an equivalent for those districts, half in territory and half in money, to my dear brother, Rajah Bulwunt Sing and his heirs in perpetuity, according to the desire of the British government. The said Rajah shall be absolute master of the ceded territory and pecuniary stipend. If he or any of his descendants die childless, and no heirs of his body remain, then the territory settled shall revert to the principality of Alwur. If the said Rajah or any of his descendants adopt any son other than the issue of his own loins the territory and pecuniary stipend shall not go to the adopted child. The territory to be settled on the Rajah shall be compact and adjoining to the frontier of the British dominions, and shall be under the protection of the British government. Brotherly relation shall continue between ■■■ and the said Rajah. The British government shall be guarantee of this engagement both for ■■■ and for the said Rajah.

Magh Soodee Jytt Sumbut 1822, 14th Rujib, 1241 Hegira.

21st February, 1826.

(A true translation.)

(Signed)

C. T. METCALFE,

Resident.

L. S.

BHURTPORE.

BHURTPORE.

The Raja of Bhurtpore is ■ of the principal Chieftains of ■ tribe of Jauts who first attracted notice in Hindoostan, about the year 1700, having shortly before immigrated from the banks of the Indus. They rose rapidly to political power and importance during the civil wars which followed the death of Aurungzebe.

During that Emperor's last expedition into the Deccan, Churamun, the Jaut, plundered the baggage of the army, and with the spoil thus obtained, built the Fort of Bhurtpore. His ■ added Agra, Muttra, Coel and several other places on both sides of the Jumna to the Bhurtpore dominions.

About 1780 Nujuff Khan, the Imperial Commander, and Pertaub Sing, Chief of Macherry reduced the principality to the Fort of Bhurtpore and the adjoining district, worth about ■ lacs per annum.

When Scindiah was engaged in reducing Hindoostan to his authority he received very essential aid from Raja Runjeet Sing, of Bhurtpore, who, in consequence, ■ afterwards treated with favour by the Mahrattas.

In connexion with the operations against the Mahrattas in 1803, the following Treaty ■ concluded with the Raja of Bhurtpore:

No. CCXVI.

TREATY with the RAJAH of BHURTPORE, 1803.

Treaty concluded between His Excellency Lieutenant General Gerard Lake, Commander in Chief of His Majesty's and the Honourable Company's forces in the East Indies, on the part of His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Captain General and Commander in Chief of all the land Forces serving in the British possessions in India, and Governor General in Council at Fort William in Bengal, and Maha Rajah Beshoinder Sewaee Runjeet Sing Behauder, Rajah of Bhurtpore.

Article 1.

Perpetual friendship shall be maintained between Maha Rajah Beshoinder Sewaee Runjeet Sing Behauder, Behauder Jung, and the Honourable Company.

Article 2.

The friends and enemies of either State shall be the friends and enemies of both.

Article 3.

The British government shall never interfere in the concerns of the Maha Rajah's country, nor exact any tribute from him.

Article 4.

If ■ enemy should invade the territories of the Honourable Company, the Maha Rajah hereby engages to furnish to the English the aid of his troops, in the expulsion of such enemy; and, in like manner, the Honourable Company engages to assist the Maha Rajah with its forces, in defending his dominions against external attacks.

The sincerity of this engagement is attested on the Holy Bible.

Dated the 29th day of September, in the year of Our Lord 1803, corresponding with the 11th day of the month of Jemmaudee-ul-Saunee, in the year 1218 Hegira.

(True copy.)

(Signed) G. LAKE.

N.B. The above treaty was ratified by the Governor General in Council, on the 22d October, and sent to Lord Lake for delivery to the Rajah, but no counterpart signed by His Highness ■ ever received.

BHURTPORE.

In October 1803, pergunnahs to the value of ~~■~~ lacs and fifty-four thousand rupees per annum were given to the Raja of Bhurtpore by Lord Lake. Notwithstanding this liberality towards him, the Raja perfidiously, and in direct violation of the treaty, made common cause with Holkar in the war of 1804-5. This treachery led to the siege of Bhurtpore, into which Holkar and his troops had been admitted after the battle of Deeg. This siege appears to have been undertaken with very inadequate means. Four assaults were repulsed with ■ loss of upwards of 3,000 ■. Notwithstanding these repeated failures, the Raja, perceiving that the indomitable courage and perseverance of the British army would ultimately prevail, sent his son to Lord Lake with the keys of the Fortress, and agreed to compel Holkar to quit his dominions; and on the 17th April the following Treaty was concluded, the pergunnahs that had been given to the Raja being resumed:

No. CCXVII.

TREATY with the RAJAH of BHURTPORE, 1805.

Treaty of amity and alliance between the Honourable the East India Company and the Maha Rajah Sewaee Beshoinder Runjeet Sing Behauder, Behauder Jung, settled by His Excellency General Gerard, Lord Lake, Baron of Delhi and Laswaree, and Aston Clinton, Commander in Chief of the British Forces in India, in virtue of authority vested in him for that purpose by His Excellency the Most Noble the Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Governor General in Council of all the British possessions and Captain General of all the British land forces in the East Indies, in behalf of the Honourable the English East India Company and by Maha Rajah Sewaee Beshoinder Runjeet Sing Behauder, on behalf of himself, his heirs and successors.

Article 1.

A firm and permanent friendship is established between the Honourable the English East India Company and Maha Rajah Sewaee Behauder Runjeet Sing Behauder, and between their heirs and successors.

Article 2.

As friendship has been established between the two States, the friends and enemies of one of the parties shall be considered the friends and enemies of both, and ■ adherence to this condition shall be constantly observed by both States.

Article 3.

Whereas circumstances have occurred, which have interrupted the friendship formerly subsisting between the Honourable Company and Maha Rajah Runjeet Sing Behauder, which friendship is now renewed, in order to prevent the recurrence of such circumstances, the Maha Rajah agrees, as a security to the British government, that one of his sons shall constantly remain with the officer who may command the British forces in the Soubahs of Delhi or Agra, until such time ■ the British government may be perfectly satisfied in regard to the Maha Rajah's fidelity; and the Honourable Company, on the other hand, agrees, that upon satisfactory proof being afforded of the Maha Rajah's fidelity and attachment to the British government, the Fort of Deeg, which is now in the possession of the officers of government, shall be restored to Rajah Runjeet Sing.

Article 4.

Maha Rajah Runjeet Sing binds himself to pay to the Honourable the English East India Company, in consideration of the peace now granted to him, the sum of twenty lacs of Furruckabad sicca rupees by instalments, as hereunto subjoined; and the Honourable Company, in consideration of the losses the Maha Rajah has suffered, and the destruction of his country, and of the representation he has made of his inability to provide means for the immediate payment of this amount, agrees to receive it by instalments, ■ undermentioned; and the Honourable Company further promises, that if, at the period when the payment of the last instalment of five lacs of rupees shall become due, the government shall be satisfied with the proofs of the Maha Rajah's fidelity and attachment, the payment of this instalment shall be remitted.

To be paid immediately	-	-	-	F. S. Rupees	3,00,000
In two months,	-	-	-	-	2,00,000
					<u>5,00,000</u>

BHURTPORE.

Instalments.

At the end of the year 1862 Summut, (April 1806.)	-	3,00,000
At the end of the year 1863 Summut, (April 1807.)	-	3,00,000
At the end of the year 1864 Summut, (April 1808.)	-	4,00,000
At the end of the year 1865 Summut, (April 1809.)	-	5,00,000

F. S. Rupees 20,00,000

Article 5.

The country which was formerly in the possession of Maha Rajah Runjeet Sing, previously to the accession of the English government, is now confirmed to him by the Honourable Company, and the Honourable Company, in consideration of the friendship now established, will not interfere in the possession of this country, nor demand any tribute on account of it.

Article 6.

In the event of any enemy evincing a disposition to attack the dominions of the Honourable Company, Maha Rajah Runjeet Sing binds himself to assist, to the utmost of his power, in expelling the enemy, and in no measure to hold any correspondence or be in any way connected with, or assisting to the enemies of the Honourable Company.

Article 7.

As, by the second article of the present treaty, the Honourable Company becomes guarantee to Maha Rajah Runjeet Sing, for the security of the country against external enemies, the Maha Rajah hereby agrees, that if any misunderstanding should arise between him and the Circar of any other chieftain, the Maha Rajah will, in the first instance, submit the cause of dispute to the Honourable Company's government, that the government may endeavour to settle it amicably, agreeably to justice and ancient usage. If, from the obstinacy of the opposite party, no amicable terms can be settled then Maha Rajah Runjeet Sing may demand aid from the Company's government; in the event above stated in this article, it will be granted.

Article 8.

The Maha Rajah shall not, in future, entertain in his service, nor give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the sanction of the Honourable Company's government; and the Honourable Company also agrees not to give admission to any of the Maha Rajah's relations or servants, without his consent.

The above treaty, comprised in eight articles, has been duly concluded and confirmed by the seals and signatures of His Excellency General Gerard, Lord Lake and Maha Rajah Sewaee Beshoinder Runjeet Sing Behauder, at Bhurtpore, in the Soubah of Akberabad, on the 17th day of April, 1805, corresponding with the 16th of Mohurram, 1220 Hegira, and with the third day of Bysauk 1862 Summut.

When a treaty containing the above eight articles, shall be delivered to Maha Rajah Sewaee Beshoinder Runjeet Sing Behauder, under the seal and signature of His Excellency the Most Noble the Governor General in Council, the present treaty, under the seal and signature of His Excellency General Gerard, Lord Lake, shall be returned.


 Raja's Seal.

(Signed)

LAKE.


 L.S.

BHURTPORE.

Ratified by the Governor General in Council, on the 4th May 1805.



(Signed)

WELLESLEY.

,,

G. H. BARLOW.

,,

G. UDNY.



By order of the Governor General in Council.

(Signed)

N. B. EDMONSTONE,

Secy. to Govt.

Raja Runjeet Sing, with whom the preceding treaties were contracted, died in 1812, and was succeeded by his son, Buldeo Sing, who died soon after, leaving a son, Bulwunt Sing, then seven years of age, who had been recognized as his successor by the British representative, Sir D. Ochterlony. In the early part of 1825 the Guddee was usurped by Durgun Saul, the uncle of the young Raja. Sir D. Ochterlony adopted, without awaiting the orders of Lord Amherst, the most prompt and vigorous measures for the assertion of the young Raja's rights. He had, with surprising energy and celerity, assembled a powerful and well equipped army, and was on the point of bringing the affair to a settlement, when he received the orders of government countermanding his measures and directing the army to be broken up. The measure that was condemned in 1825 was adopted in 1826, when Bhurtpore was captured, the fortifications dismantled, and Raja Bulwunt Sing placed on the Guddee, which he continues to occupy, with credit to himself and benefit to his country.

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It is not clear at what period the Sikhs first came over to this side of the Sutlej. Sirhind was the arena of many of Gooroo Govind's conflicts with the Mahomedans. Bando, who became the military leader of the Sikhs after Govind's death, profiting by the confusion which followed the demise of Aurungzèbe, in 1707, over-ran all the country between the Sutlej and the Jumna, and, crossing that river, carried his depredations into the Doab, even to the Ganges. The Sikhs did not, however, long enjoy their success; they were attacked and almost annihilated during the reign of the Emperor Ferockshere. Those who escaped the general massacre of their race, fled into the mountains, north-east of the Punjab, and the Sikhs, as a distinct tribe, disappeared for a period of thirty years.

They are next heard of as plundering the peaceful inhabitants of the Punjaub, who fled with their property into the hills during the invasion of Nadir Shah. Emboldened by their success and acquisitions in this way, they ventured into the plains, and plundered the rear of Nadir Shah's retiring army. They took advantage of the anarchy which ensued upon that conqueror's death to extend their power. They appear to have come again to this side of the Sutlej in 1760.

The Mahrattas, having subdued the power of the Delhi Empire, had their own broken at the battle of Paniput in 1761. The terrible defeat which they then sustained, compelled them to withdraw, for a time, at least, from Hindoostan. Ahmed Shah had subsequently many severe conflicts with the Sikhs, and on his final retirement to Cabool, he left the Punjaub and Upper Hindoostan with scarcely a vestige of government. The Sikhs eagerly availed themselves of this confusion. They speedily established their authority to the Jumna, and over a great part of the Upper Doab; sometimes carrying their predatory expeditions to the confines of the Oude dominions, especially after the reduction of the Rohillas in 1773.

The Sikhs continued to extend their power and to ravage the Upper Provinces of Hindoostan with little opposition, until Dowlut Rao Scindiah obtained the ascendancy in that quarter. By means of his French officers and regular Brigades, Scindiah established his supremacy over all the Sikh Chiefs on this side of the Sutlej, from whom General Perron exacted, on his behalf, an annual tribute of three lacs of rupees, besides other payments on different pretences. The gross revenue was then estimated at forty lacs, (now seventy-six lacs) which was received by nearly many Chiefs.

Such was the condition of the Cis-Sutlej Sikh Chiefs when they came into contact with the British government.

On the commencement of the war with Scindiah, in 1803, government was anxious to conciliate the Sikhs, so as to secure at least their neutrality in the approaching conflict, and with this view Lord Lake issued several proclamations guaranteeing their actual possessions

in return for neutrality. From the ascendancy which Monsr. Perron had acquired over the Cis-Sutlej Sikhs, their neutrality in the contests at first seemed doubtful. A considerable body of Sikh horse actually joined Perron, but they fell off after the battle of Delhi, when they perceived that his was a falling cause. Most of them professed friendly feelings towards the English, and either personally, or by Vakeel, opened a communication with the Resident at Delhi, Lieutenant-Colonel, afterwards Sir D. Ochterlony, towards the end of 1803.

Subsequently Bai Lall Sing of Kythul, and Baugh Sing of Jheend, rendered some slight assistance, while Gurdut Sing of Ladwa, and others of minor note, plundered the Upper Doab after it had been ceded to the British government by Scindiah. They continued their depredations during the war with Holkar, but were at length expelled by Colonel Burn, who captured Kurnaul.

When the question of settling our relations with the Sikh Chiefs arose, Lieutenant-Colonel Ochterlony gave it as his opinion, that government had a right to dispose of the country to the banks of the Sutlej. He suggested its being annexed to the dominions of the King of Delhi. "It would," he said, "be restoring to the throne possessions recently seized, while they would defray every expense of His Majesty and the troops required to maintain them."

Besides the above suggestions, Colonel Ochterlony proposed two distinct arrangements, by which complete confidant would be established over all the territory between the Sutlej and the Jumna: one was the assignment of the whole of the territory in question, upon such terms as the British government might think fit to prescribe, to four Chiefs; namely, those of Puteeala, Jheend, Naba, and Kythul; the other, to exact from the Cis-Sutlej Sikhs the same amount of tribute as they had paid, through Monsr. Perron, to Scindiah.

After a full consideration of the subject in all its bearings government declined to adopt either of Lieutenant-Colonel Ochterlony's propositions. It was resolved to form no engagement with any of the Sikhs, to observe a strict neutrality in regard to their concerns, provided they abstained from acts of aggression upon our territory; it was also resolved not to afford the Raja of Puteeala or any of the Cis-Sutlej Sikh Chiefs protection against Runjeet Sing, who had menaced the Raja since 1803. It was at the same time determined to punish our enemies, and reward our friends during the war, by the transfer of territory from the former to the latter.

In accordance with the line of policy thus adopted by the government, Lord Lake formally recognized all the previous possessions of the Sikh Chiefs, with the exception of Gurdut Sing of Ladwa, who had rendered himself conspicuous in plundering the Doab, and for which he was deprived of Kurnaul and Jhingarea. The Chiefs of Jheend and Kythul, who had rendered assistance during the war, were rewarded by life grants of land, which have now all reverted to government. A general amnesty was granted to all the other Chiefs who had taken part against us.

Towards the end of 1805, Holkar, in his flight from Lord Lake, through the Sikh States, extorted pecuniary payments from the Chiefs and ravaged their territories; but none of them appear to have rendered him willing assistance, with the exception perhaps of the Raja of Puteeala, between whom and his Ranee there had long been a violent contest for power. Both parties made court to Holkar, who used both for his own advantage, and left their differences as he found them.

The Sikh Chiefs had taken different sides in the quarrel between the Rajah of Puteeala and the Ranee, his wife. Baugh Sing, of Jheend, invited his nephew, Runjeet Sing, to come and adjust their differences. The young Chief of Lahore was not slow in accepting the invitation, as it afforded him a pretext for carrying out his long cherished design of extending his authority to the Jumna. He accordingly crossed the Sutlej in October 1806. Having effected an apparent adjustment of the existing feuds and paved the way for the eventual establishment of his own power, he returned to the Punjab.

The pacification brought about by Runjeet was but of short duration. The dispute between the Raja and Ranee of Puteeala and their respective supporters, broke out again with redoubled violence as soon as the pressure of Runjeet's presence was removed. This afforded him a pretence for returning to carry out his own designs. He met with little opposition. He came as far as Puteeala. During his stay, of near a month, he was unceasingly engaged in seizing the estates and property of all the Chiefs who were averse to his ambitious views, and extorting money from all who possessed it. Having loaded himself with booty, he re-crossed the Sutlej with the intention of returning next year to complete the subjugation of all the Cis-Sutlej Sikhs. The Chief of Kythul appealed to the British government for protection, but was told that it could not interfere.

Runjeet accordingly returned with his army in 1808, notwithstanding the remonstrance of Mr. Metcalfe, who had joined his camp as British envoy ere he had crossed the Sutlej.

Runjeet's conduct at length determined the British government to extend its protection to all the Sikh Chiefs on this side of the Sutlej. He was accordingly required to withdraw his army to the right side of that river, and to relinquish all his conquests made subsequently to the British Envoy's joining his camp.

While Sir C. Metcalfe continued to conduct the negotiations with Runjeet Sing, Sir D. then Colonel Ochterlony, was appointed to superintend the affairs of the protected Sikh Chiefs and to the command of the post of Loodiana.

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Though all the Chiefs had, in despair of ■■■ intervention, made the best terms they could with the Ruler of Lahore, yet the only one of note who evinced the least aversion to British protection and supremacy was Jodh Sing Kulseea of Chechrowlee.

On the 3d of May 1809, Sir D. Ochterlony issued the following Proclamation to the Sikh Chiefs on this side of the Sutlej, announcing the terms upon which they had been received under British protection :

No. CCXVIII.

TRANSLATION of ■■■ ITTILAH-NAMEH, addressed to the Chiefs of the country of MALWA and SIRHIND, on this side of the river Sutlege, 3d May 1809.

It is clearer than the sun, and better proved than the existence of yesterday, that the detachment of British troops to this side of the Sutlege was entirely in acquiescence to the application and earnest entreaty of the Chiefs, and originated solely through friendly considerations in the British to preserve the Chiefs in their possessions and independence. A treaty having been concluded on the 5th April 1809, between Mr. Metcalfe, on the part of the British government and Maha Rajah Runjeet Sing, agreeably to the orders of the Right Honourable the Governor General in Council, I have the pleasure of publishing, for the satisfaction of the Chiefs of the country of Malwa and Sirhind, the pleasure and resolutions of government, contained in the seven following articles :

Article 1.

The country of the Chiefs of Malwa and Sirhind, having entered under the protection of the British government, in future it shall be secured from the authority and control of Maha Rajah Runjeet Sing, conformably to the terms of the treaty.

Article 2.

The country of the Chiefs thus taken under protection, shall be exempted from all pecuniary tribute to the British government.

Article 3.

The Chiefs shall remain in the exercise of the same rights and authority within their own possessions, which they enjoyed before they were taken under the British protection.

Article 4.

Whenever a British force, for purposes connected with the general welfare, shall be judged necessary to march through the country of the said Chiefs, every Chief shall, within his own possession, assist and furnish the British force, to the full of his power, with supplies of grain and other necessities which may be demanded.

Article 5.

Should an enemy approach from any quarter for the purpose of conquering this country, friendship and mutual interest require that the Chiefs join the British army with their forces, and exerting themselves in expelling the enemy, act under discipline and obedience.

Article 6.

Any European articles brought by merchants from the eastern districts, for the use of the army, shall be allowed to pass by the thanadars and sirdars of the several districts belonging to the Chiefs, without molestation or the demand of duty.

Article 7.

All horses purchased for the use of the cavalry regiments, whether in Sirhind or elsewhere, the bringers of which being furnished with sealed rahdows from the Resident at Delhi, or officer commanding at Sirhind, the several Chiefs shall allow such horses to pass without molestation, or the demand of duty.

According to the provisions of the Treaty with the Raja of Lahore, the Sikh Chiefs were guaranteed in the possession of all the territory they held upon this side of the Sutlej, independently of Runjeet Sing, on the day on which the British Envoy joined His Highness' Camp at Kusoor in 1808. To the status of that day everything reverted. Runjeet Sing retained the conquests made antecedently to that period, but relinquished those subsequently made. Those Chiefs who had received grants of his former conquests continued to hold them in dependance on him, but received British protection for all their ancestral possessions.

Relieved of all apprehensions of danger from Runjeet Sing, the stronger Sikh Chiefs began to usurp the possessions of the weaker. They thus confirmed Sir C. Metcalfe's opinion, that it was not enough to protect them collectively against Runjeet Sing, but that they should be protected against each other. With this view government directed the subjoined Proclamation to be issued:

No. CCXIX.

SUNNOD granted to the Chiefs of MALWA and SIRHIND, on this side of the river Sutlege.

On the 3d of May 1809, an Ittala-nameh, comprised of seven articles, was issued by the orders of the British government, purporting that the country of the Sirdars of Sirhind and Malwa, having come under their protection, Rajah Runjeet Sing, agreeably to treaty, had no concern with the possessions of the above Sirdars: that the British government had no intention of claiming peshcush or nuzeranna, and that they should continue in the full control and enjoyment of their respective possessions. The publication of the above Ittala-nameh was intended to afford every confidence to the Sirdars, that they had no intention of control, and that those having possession should remain in full and quiet enjoyment thereof.

Whereas several zemindars, and other subjects of the Chiefs of this country have preferred complaints to the officers of the British government, who, having in view the tenor of the above Ittala-nameh, have not attended, and will not, in future, pay attention to them; for instance, on the 15th June 1811, Dellawer Ali Khan, of Samana, complained to the Resident of Delhi against the officers of Rajah Saheb Sing, for jewels and other property said to have been seized by them, who, in reply observed, "that the Cusba of Samana, being in the omaldery of Rajah Saheb Sing, this complaint should be made to him;" and also on the 12th July 1811, Dussounda Sing and Gormook Sing complained to Colonel Ochterlony, Agent to the Governor General, against Sirdar Churrut Sing, for their shares of property, &c.; and in reply, it was written on the back of the urzee, that "since during the period of three years no claim was preferred against Churrut Sing by any of his brothers, nor even the name of any co-partner mentioned, and since it was advertised in the Ittala-nameh, delivered to the Sirdars, that every Chief should remain in the quiet and full possession of his domains, their petition could not be attended to." The insertion of these answers to complaints is intended as examples, and also, that it may be impressed on the minds of every zemindar and other subjects, that the attainment of justice is to be expected from their respective Chiefs only, that they may not in the smallest degree swerve from the observance of subordination. It is therefore highly incumbent upon the Rajahs and other Sirdars on this side of the river Sutlege, that they explain this to their respective subjects and court their confidence; that it may be clear to them that complaints to the officers of the British government will be of no avail, and that they consider their respective Sirdars the source of justice, and that of their free will and accord they observe uniform obedience.

And whereas, according to the first proclamation, it is not the intention of the British government to interfere in the possessions of the Sirdars of this country, it is nevertheless, for the purpose of meliorating the condition of the community, particularly necessary to give general information, that several Sirdars have, since the last incursion of Rajah Runjeet Sing, wrested the estates of others, and deprived them of their lawful possessions, and that in the restoration they have used delays until detachments from the British army have enforced restitution, as in the case of the Ranee of Jeera, the Sikhs of Cholian, the talooks of Karowley and Chehloundy, and village of Cheeba; and the reason of such delays and evasions can only be attributed to the temporary enjoyment of the revenues, and subjecting the owners to irremediable losses. It is therefore, by order of the British government, hereby proclaimed, that if

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any of the Sirdars or others have forcibly taken possession of the estates of others, or otherwise injured the lawful owners, it is necessary that, before the occurrence of any complaint, the proprietor should be satisfied, and by no means to defer the restoration of the property; in which, however, should delays be made, and the interference of the British authority become requisite, the revenues of the estate from the date of the ejection of the lawful proprietor, together with whatever other losses the inhabitants of that place may sustain from the march of troops, shall, without scruple, be demanded from the offending party; and for disobedience of the present orders, a penalty, according to the circumstances of the case and of the offender, shall be levied, agreeably to the decision of the British government.

(Signed) D. OCHTERLONY,
Agent to Governor General.

Loodiana, 22d August 1811.

The protected Sikh Chiefs pay no tribute to government, which benefits by escheats.

HILL STATES.**HILL STATES.**

The mountainous tract between the Sutlej and the Jumna contains four principalities; namely, Bussahir, Belaspore, Nalagūr and Nahun, the Chiefs of which, who are Rajpoots, have the title of Raja, with thirty petty chiefships or estates which were claimed as tributary by one or other of these four Rajas.

So far back as 1800 the Goorkas had begun to extend their conquests over these States. They had been, for years, endeavouring to obtain possession of the Fort of Kangra, belonging to Sunsur Chund, Raja of Kangra, and appear, in 1809, to have been on the point of success when Runjeet Sing found it his interest to interfere. He compelled Ummer Sing Thappa, the Nepalese Commander, to retire to the east of the Sutlej. The Nepalese, however, maintained their authority over the Hill Chiefs between that river and the Jumna.

On the breaking out of the war with Nepaul in 1814, the condition of the Hill Chiefs was as follows: The Nahun Chief had been expelled by the Nepalese; Nalagurh reduced to a few villages; Belaspoor acknowledged submission; and Bussahir reduced to Kunnawur, for which it paid an annual tribute of 12,000 rupees.

On the declaration of war against the Nepalese, the following Proclamation was issued to the Hill Chiefs, and the subsequent conduct of the British government towards them, respectively, was mainly regulated by their acceptance or disregard, at the time of the terms thus offered to them:

No. CCXX.

PROCLAMATION issued by Major General SIR DAVID OCHTERLONY, Baronet, to the CHIEFS and INHABITANTS of the HILLS between the SUTLEGE and the JUMNA, dated 17th October, 1814.

The British government has long viewed with concern the misery and distress to which the inhabitants of the Hills, lying between the Jumna and the Sutlege, have been reduced by the oppressive sway of the Goorkha Power. While that power was at peace with the British government, and afforded no ground to doubt its disposition to maintain that relation, the acknowledged obligations of public faith demanded a corresponding conduct on the part of the British government, and obliged it to witness in silent regret the devastation and ruin occasioned by the extension of the Goorkha arms over those countries.

Having now been compelled, by a series of unprovoked and unjustifiable encroachment and violence on the part of the Goorkha Power, to take up arms in defence of its rights and honour, the British government eagerly seizes the favourable occasion of assisting the inhabitants of the hills in the expulsion of these oppressors, the recovery of their national independence, and the restoration of the families of their legitimate and ancient chiefs. The inhabitants of the hills are accordingly invited and earnestly exhorted to co-operate with the British troops in the powerful exertions which the latter are prepared to make for enabling them to accomplish those laudable and patriotic objects. The

Commander of the British troops is authorized and directed by his government. HILL STATES. to promise, in its name, a perpetual guarantee against the Goorkha Power, and to assure the Chiefs and inhabitants of the hills of its scrupulous regard for all their ancient rights and privileges. The British government demands no tribute or pecuniary indemnification whatever for its assistance and protection. All that it requires from the inhabitants of the hills, in return for those benefits, is their zealous and cordial co-operation during the continuance of hostilities against the Goorkhas, and their services hereafter, if circumstances should again demand the employment of a British force in the hills against its enemies and their own.

Given at the Head Quarters of the British Force serving between the Jumna and the Sutlej, this 17th day of October, A. D. 1814.

B U S S A H I R .

Shortly after Sir D. Ochterlony's defeat of the Nepalese at Nalagur, he was waited upon by the head of the Bussahir administration, the Raja being a minor. He was told that the future independence of Bussahir would depend upon the efforts which that State might make against the common enemy. The operations of the British soon compelled the Nepalese to evacuate Bussahir, and Lieutenant Ross was deputed to the Capital, Rampoor, to organise an administration during the Raja's minority. Subsequently the subjoined Sunnud was granted to the Raja:

No. CCXXI.

GRANT of RAMPOR and BISSEHIR and the THAKORRAEES of DHULEHTOO, KARANGHUL, KHUNEWTEE, in absolute possession, by the Governor General of INDIA to Rajah MOHENDER SINGH of BISSEHIR, dated 8th February, 1816.

Whereas all the districts within the mountains, having come under the authority of the government of the English Company, the Governor General, Lord Moira, confers the principality of Rampoor and Bissehir, and the lordships of Dhulehtoo, Karanghul and Khunewtee, with the custom duties leviable in them, in absolute possession, on Rajah Mohender Singh and his heirs, from generation to generation, together with all ordinary and extraordinary rights. On condition of paying a nuzzerana or tribute of fifteen thousand rupees annually towards the maintenance of a protecting force, agreeably to instalments below stated; and on condition of being present in person with his followers, armed men and carriers, when it may be necessary to send for him, and on condition of preparing roads throughout his territory; and further, the Forts of Raween and Suljahn and Huttoo, and Baghee with the lands attached to them, and the pergunnah of Sundoteh, and the village of Kehpoo, &c., are separated from the territory of Bissehir and attached to the territories of the English Company. The Rajah is never to consider that he has any right to these places. The Rajah is to adhere strictly to what is above written, and to exert himself in every way as the dependant and feudatory of the English; he is not to go beyond the limits of the territory now conferred upon him (i.e. he is not to commit aggression upon his neighbours) and he is to pay the stated tribute by instalments year by year, and when any expedition may be on foot (or disturbance have arisen) the Rajah is to attend in person with armed men and carriers when called on by the British Agent in the hills, and he is to act as an auxiliary and dependent with the English army, diligently and obediently; further, he is to make roads four yards wide throughout his territories towards all four quarters. If any of these conditions (recapitulating them) are not fulfilled, the displeasure of the government will fall upon him, and his territories will depart from him. This grant is to be considered as a sufficient grant, and agreeably to its provisions the Rajah is to act and exercise jurisdiction within his territory: the Rajah is to be ever intent upon, and engaged in bettering the condition of his subjects in improving the state of his territory; in giving justice to the poor and the oppressed; and in keeping the road safe and secure: and he is never to take from his subjects more than is agreed upon, but to keep them satisfied and pleased with him. These subjects or inhabitants of these bestowed territories

as affecting the Rajah shall be listened to by the British government. Moreover, ^{HILL STATES.} the terms of the replies to the Rajah's requests, bearing the signature of Major General Ochterlony, and dated on the 18th of February 1815, are approved and ratified by the Governor General; it becomes the duty of the Rajah, therefore, that, being firmly fixed and established in his Raj, he set his mind at rest upon that point, and, divesting himself of all apprehension, devote his time to the promotion of the happiness and comfort of his subjects, and consider this as a valid sunnud for his country.

Dated 6th March 1815.

HINDOOR OR NALAGUR.

At the commencement of the Nepalese war, Raja Ram Surrin had lost all his Hill territory, and had taken refuge in the Fort of Plassee in the Plains, which, together with a small tract that surrounded it, was all that remained to him of his hereditary possessions. Though so reduced in means, Ram Surrin co-operated very zealously with the British, in consequence of which he received the following special Sunnud:

No. CCXXIII.

SUNNUD TO RAJAH RAM SING (OR RAM SURRIN) for HINDOOR, under the seal and signature of His Excellency the Governor General in Council.

Whereas the Goorkahs have been completely expelled from these districts, and all the hill country has come into the possession of the British government; and whereas, Rajah Ram Sing has, during the present war, performed worthily the part of an ally of the British government, joining the British troops in person with his forces, and furnishing begarees to level roads, and to perform other work: wherefore, by order of the Right Honourable the Governor General, this sunnud is granted to the said Rajah, conferring ■■ him and his heirs, for ever, Hindoor, &c. seven pergunnahs, and Buhtowlee with twelve villages, and Munjholee with four villages, (excepting, however, the half share of Fyzebool-lahpoowa in pergunnah Khas Hindoor, and the Fort of Malown, with six villages of Mouzah Malown Chakiran, which are on the point (tegh) of the hill of Malown, and Mouzahs Malown, Badhoo, Chulan-doo-aree-wallah, &c., the jumma of the whole seven villages being 118 rupees and 123½ maunds of grain, together with all the rights and appurtenances belonging thereto, and the sayer collections and the right of distributing justice to the ryots, without exaction of begarees or of service, or of nuzzerana, all these dues being remitted. Whatever number of begarees the Rajah shall furnish in case of war, shall be paid for by the British government, at the rate of four rupees per ■■■. The Rajah, however, will not receive any pay for himself and his troops ■■ joining the British forces. The Rajah considering this sunnud a full and valid title for himself and his descendants, will exert himself to the utmost to promote the welfare of his subjects, and will abstain from encroaching upon the possessions of others; and being grateful for the favour which has been shown him by the British government, he will continue firm in allegiance to it, and will conform to all the conditions of this sunnud.

It will be the duty of the ryots, on their part, to consider the Rajah as their rightful lord, and to pay their revenue punctually, and show obedience to his authority, and to exert themselves to improve the cultivation of their lands, and to augment the Rajah's resources.

7th September, 1815.

As ■ further reward and mark of favour, and ■ compensation for lands retained around the Fort of Malown the Purgunnah of Burrowlee ■■ conferred upon the Raja of Nalagur by the annexed Sunnud:

He will conform to the above stipulations, and, paying strict obedience to the British government, he will, in case of war, join, when required, the British troops with all his force, and do the part of a true ally. He will also make roads twelve feet broad throughout his territory.

If he should fail in any of the above obligations (which are again enumerated), or should encroach on the possessions of others, he will fall under the displeasure of the British government, and will be dispossessed. He must consider this a valid instrument, and, conforming to its conditions, take possession of the lands granted to him. And he must promote the welfare of his ryots, and the extension of cultivations, and distribute justice, and look to the security of the roads, and not exact more from the ryots than their engagements, and, in short, make all people happy and contented. The ryots, on their part, will be bound to consider _____ aforesaid as their rightful lord, and to obey him accordingly.

21st September, 1815.

In 1833 the Keearda Dhoon was made over, under the annexed Sunnud, to the Raja of Nahun, on his payment of a nuzzerana of 50,000 rupees.

No. CCXXVI.

GRANT of the KEEARDA DHOON to the Rajah of NAHUN, 5th September 1833.

Whereas the Right Honourable the Governor General in Council has been pleased to bestow on Futteh Perkas, Rajah of Nahun, and on his heirs and successors in perpetuity, a grant of the lands commonly called the Keearda Dhoon, to form part of the Raj of Sirmoor; be it known unto all, that the aforesaid lands, namely, those of Keearda Dhoon are given up to Futteh Perkas, and his heirs and successors, for ever, under the following conditions:

First.—That Futteh Perkas, and those who follow him in possession, shall respect the rights of the people, and administer justice with impartiality to all, of whatever class or persuasion.

Second.—That the said Futteh Perkas and his successors shall levy no transit or custom duties on any species of merchandize which may pass through, or be exported from, or imported into, the aforesaid lands.

Third.—That the said Futteh Perkas and his successors shall keep in repair the roads which at present exist in the aforesaid lands, and render such further assistance in constructing and repairing new roads as the British government may at any future period, or from time to time, think proper to direct.

Fourth.—That the said Futteh Perkas, and his successors shall maintain a sufficient police; and erect towers at convenient distances for the protection of travellers and merchants passing through the aforesaid Keearda Dhoon.

Fifth.—That the said Futteh Perkas, and his heirs and successors, shall at no time, or under no pretence, levy from his subjects dues or bounties or forced contributions of any sort, usually known by the name of koomallee or nuzzerana, and the like or any other fines or arbitrary exactions or impositions.

Given under the seal and signature of the Right Honourable the Governor General in Council, this fifth day of September 1833, A.D.

(Signed)

W. BENTINCK.

"

C. T. METCALFE.

"

A. ROSS.

PUTTEEALA.

The Raja of Putteeala rendered effectual assistance in the expulsion of the Goorkhas, which the administration of Keonthul had failed to do. As a reward to the former, and punishment of the latter, twelve Pergunnahs transferred from Keonthul to Putteeala, under the subjoined Sunnud:

SUNNUD to Rajah KURRUM SING, of PUTTEEALA, for Pergunnahs, Mahala, &c. under the seal and signature of His Excellency the Governor General in Council.

Whereas all the hill country has come into the possession of the British government; and whereas Rajah Kurrum Sing was forward to afford the co-operation of his troops during the late contest; therefore the present sunnud is granted, conferring on the said Rajah Kurrum Sing, and on his heirs, for ever, the pergunnahs of Mehelee, Kaljoun, Buntheera, Koosalla, Chubrote, Kehmulles, Baddaheer, Saugur, Tooratsudgown, Jawbul and Paltakotee, together with the sayer duties of the same, and all the rights and appurtenances belonging to them, in exchange for a nuzzerana of the sum of one lac and fifty thousand rupees, and the said sum having been paid into the Company's treasury by kists, as agreed upon, nothing further shall ever be demanded on this account. The British government will always protect and support the said Rajah and his heirs in the possession of this territory. The Rajah, considering this sunnud a legal and valid instrument, will immediately take possession of the aforesaid lands, but he must not encroach on any lands beyond the acknowledged limits of the pergunnahs enumerated. (In case of war, the Rajah must, on the requisition of the British authorities, furnish armed men and begarees to join the detachment of British troops, which may be stationed for the protection of the hill country.) He will omit no exertion to do justice, and to promote the welfare and happiness of the ryots; while they, on their part, considering the said Rajah as their true and rightful lord, must obey him accordingly, and pay the revenue punctually, and be always zealous to promote the cultivation of their lands, and to testify their loyalty and obedience.

20th October, 1815.

As a punishment of the Raja of Bughat, for his adherence to the Goorkhas, a portion of his ancient dominions was, by the annexed Sunnud, conferred upon the Raja of Putteeala, for which he paid a nuzzerana of 1,30,000 rupees:

No. CCXXVIII.

SUNNUD to Rajah KURRUM SING, of PUTTEEALA, for the THAKOORAE of BUGHAT and JUGGUTGURH, under the seal and signature of His Excellency the Governor-General in Council.

Whereas all the hill country has come into the possession of the British government; and whereas Rajah Kurrum Sing was forward in affording the co-operation of his troops during the late contest: wherefore, by order of the Right Honourable the Governor-General, the present sunnud is granted to the said Rajah, conferring on him and on his heirs, for ever,—1st, the pergunnah of Bughaut, and the city of Taksal, with the first Fort at Soukchinore, and the second Fort at the end of the bazaar at Taksal, and the Fort of Tharoogurh, and pergunnah Parleck-bar, with the Fort of Ageergurh, and pergunnah Kegateen, with the Fort of Rajgurh, and pergunnah Luckheraug, and pergunnah Berowlee, and together with these pergunnahs and the five Forts specified, sayer collections, amounting to one thousand eight hundred rupees, the whole forming a portion of the thakoorae of Bughaut; also, 2dly, the Fort of Juggutgurh, with the pergunnah of Juggutgurh and its dependencies, forming a portion of Sirmoor, together with all the rights and appurtenances belonging thereto, in exchange for the sum of 1,30,000 rupees; and the said sum having been paid at the Company's treasury, no further demand will ever be made on the Rajah on this account. The British government will always protect and support the said Rajah in possession of the said lands; and the Rajah taking possession of the aforesaid lands, shall not encroach on the possessions of another. In case of war, the troops stationed by the Rajah for the protection of the said lands shall be sent to join the British forces. The Rajah will promote the welfare of his ryots, and the ryots on their part, &c.

20th October 1815.

Mouza Kynthoo, which is now called Anundale, and forms a part of the Simla sanatorium, was obtained in exchange, from Putteeala in 1830.

HILL STATES.

21st September, 1815. It was conferred upon Thakoor Joog Raj, in full property and in perpetuity. Conditions: service in war. Thirty begarees always present. Roads, twelve feet wide.

TUROCH or OOTROJ.—This small State was formerly an appendage of Sirmoor; but on the conquest of these Hills by the British, its independence was recognised, in common with the other petty States, which were then or at any former period under vassalage to Sirmoor.

31st January, 1819. The grant was conferred, — Rana Jhaboo of Turotch, in full property and in perpetuity on the following conditions: service in war. Eight begarees at all times. Roads, twelve feet wide.

This Thakooracee was afterwards conferred, on 27th June, 1843, on Thakoor Runjeet Sing, in full property and in perpetuity on the following conditions: service in war. Tribute of 288 rupees, a stipend of rupees 250 to the Ex-Thakoor Sham Sing, and roads as required.

DOOR KOTIE.—This small tract, though an independent Thakooracee of these Hills, is not more than five miles in length, by a little more than two in breadth.

The Chief, Purrus Ram Thakoor, was merely declared to be solely dependent upon the British Government.

JOOBUL.—Joobul is in extent about 330 square miles, divided into four divisions, known by the names of:

- 1st. Burhal.
- 2nd. Butowree.
- 3rd. Chevath, and
- 4th. Ohepal, the whole containing eighteen Pergunnahs

18th November, 1815. Joobul was conferred on Rana Poorun Chund, in full property and in perpetuity, on the following conditions: service in war; seventy begarees always present. Roads to be made agreeable to requisition. Relations only with the English.

LAHORE.

LAHORE.

The religious sect of Sikhs was founded by Nanuk, who was contemporaneous with the Emperor Baber. The sect appears to have attracted little notice for nearly a century, but its increasing numbers at length aroused Mahomedan bigotry, and the Sikhs were subjected to severe persecutions. In consequence, Gooroo Govind, the tenth spiritual Chief in succession from Nanuk formed their Sikhs, for their mutual defence, into a religious commonwealth. This union took place during the reign of Aurungzebe, whose persecution of the Jat zemindars of the Punjab forced the greater portion of that tribe to enrol themselves in the Sikh ranks under Gooroo Govind.

On Ahmed Shah's return to Cabool in 1755, he appointed his son, Tymoore, Governor of Sirhind and the Punjab. Adena Beg, the local Governor of the Jallunder Doab, resisted Tymoore's authority, and in order to strengthen himself, he entered into a confederacy with the Sikhs, and eventually solicited the aid of the Mahrattas. Rogonauth Rao, then at Delhi, readily complied with Adena Beg's request. The united Sikhs and Mahrattas drove Tymoore across the Indus, and Adena Beg was appointed Governor of Lahore.

These events induced Ahmed Shah to return to Hindoostan from Cabool. He expelled the Mahrattas from the Punjab, and broke their power at the battle of Paniput in 1761. The Affghan monarch also surprised and defeated the Sikhs, razed Amritsur and filled up the sacred reservoir at that place; this conduct on the part of the Shah greatly exasperated the Sikhs, and they continued perseveringly to wage a desultory war against Ahmed Shah until the period of that monarch's demise. The internal state of Affghanistan after the Shah's death, and the powerless condition of the Delhi Empire, offered the Sikhs a favourable opportunity, which they did not neglect, of extending their power; they succeeded in subduing province after province, and added them to their dominions, when, having expelled or reduced the Mahomedans in the Punjab, they commenced party warfare among themselves.

At this period the Sikhs were subdivided into twelve clans or families, termed "Missuls." The least powerful of these clans was termed the "Sookur Chukea," headed by Chert Sing, the grandfather of Runjeet.

Chert Sing, was succeeded by his son, Maha Sing, who married a sister of the Raja of Jeend, by whom he had Runjeet Sing, who was born in 1780; and while a child, lost an eye by the small pox.

Maha Sing increased considerably the importance of his tribe. He betrothed young Runjeet to the daughter of Sudda Coer, the widow of Goor Buksh, whose father, Jye Sing, was Chief of the Gunee Misul, of which, through this alliance, Runjeet eventually became the head.

Runjeet succeeded his father in 1792; but in consequence of his tender age, his mother conducted the government as regent. By the time he was 17, he had assumed the government himself. He was essentially aided in the early part of his career by his mother-in-law, Sudda Coer.

In 1798 Shah Zaman renewed his invasion of the Punjab, with the avowed intention of marching into Hindoostan. The Sikhs opposed the Shah's advance at Goojrat, but were defeated, and retired towards Amritsur, while the Shah entered Lahore without opposition.

The Sikhs had occasional skirmishes with the Affghans, but, being short of ammunition, effected nothing of consequence. They, however, held well together, until the Shah's intention of returning to Cabool to suppress his brother's revolt became known, when each Chief became eager to secure a good share of power for himself by an early submission. Runjeet appears to have been the foremost in tendering his allegiance. He obtained a promise of the government of Mooltan, on condition of aiding the Shah in his projected invasion of Hindoostan the ensuing year.

On the return of Shah Zaman to Cabool his heavy artillery was swamped in crossing the Jhelum. The exigency of his affairs did not at that time admit of the delay requisite for the recovery of the guns, and the Shah assigned that duty to his new ally, Runjeet, who was at that time present with the camp. Of twelve guns, Runjeet succeeded in raising eight, which he employed for his own purposes until he had an object to gain by giving them up.

Runjeet had offered the Shah a lac of rupees for the government of Lahore, but nothing had been settled on this point, owing, perhaps, to the Shah's abrupt retirement. Runjeet, however, contrived to obtain possession of the town, partly by force but chiefly by stratagem. He then represented to the Affghan monarch that the inhabitants of Lahore had spontaneously invested him with the government, in which he prayed to be confirmed, concluding with an expression of surprise that the Shah had never sent for his guns. In reply, the Shah approved of Runjeet's assumption of the government of Lahore at the request of the inhabitants, and sent an officer, by name Hurry Sing, to bring the guns. This officer was the bearer of a Khillut for Runjeet from Zaman Shah. During his stay at Lahore he gave Runjeet a written engagement, on the part of the Shah, to the effect that, in the event of His Majesty having occasion to occupy Lahore, he would on his departure make it over to Runjeet.

Colonel Collins, Resident with Scindiah, informed the then Governor General, Lord Wellesley, of Zaman Shah's intended invasion of Hindoostan, and of his efforts to attach the Sikhs, especially Runjeet, to his cause. Colonel Collins was, in consequence, authorized to depute a native agent to Lahore, for the purpose of impressing Runjeet and the other Sirdars with a due sense of the danger to which they would expose their own interests, if they yielded to the insidious proposals of the Shah. Usuff Ally Khan was the person selected for this service by Colonel Collins. On reaching the Punjab, the agent found Runjeet waging war with the other Sikh Chiefs, who had combined to dispossess him of Lahore. The agent was well received by all parties; but the downfall of Shah Zaman having dispelled all dread of invasion from that quarter, he was soon recalled by his government. Shortly after this, Runjeet appears to have entered into a treaty with General Perron, by which Perron engaged to send a force to Lahore to assist Runjeet in firmly establishing his power over the rest of the Sikhs, on condition of receiving for the maintenance of the troops, while so employed, a ten-anna share in the rupee of the revenues of whatever countries might be brought by these operations under Runjeet's subjection. Runjeet, on his part, agreed to assist Perron with all his cavalry in the reduction of the country between the Jumna and the Sutlej. Not long after this negotiation Runjeet proposed to Lord Lake to cede all the Sikh country on this side of the Sutlej to the British government, on condition of an offensive and defensive alliance being formed with him. The offer was declined—first, on the ground that the British government were not desirous of extending their connexion to that region; and secondly, because the countries in question were not considered to belong to Runjeet, who had therefore no power to make the cession. During 1803 and 1804, the Resident at Delhi frequently adverts, in his communications with government, to Runjeet's intention of establishing his authority from the Sutlej to the Jumna.

Towards the end of 1804, Runjeet advanced to the Sutlej with a considerable body of cavalry, with the avowed purpose of taking possession of Loodiana; his real intentions being, it was supposed, to proceed further to the south towards the Jumna, on the invitation of Holkar; and he was even suspected of having designs upon Delhi; he did not however cross the river at this period.

In 1805 Runjeet was thrown into great consternation by the advance of Holkar into the Punjab and towards Amritsur, closely pursued by a British force under Lord Lake. In order at once to check the further advance of Holkar, and give the Sikhs confidence if well

LAHORE.

disposed, and overawe them if otherwise, Lord Lake took up a position on the left bank of the river Beyah, about thirty-five miles from Amritsur. This river was then the boundary of Runjeet's possessions towards the Sutlej.

Runjeet gave evasive answers to Holkar's entreaties for assistance, and having previously satisfied himself as to Lord Lake's real object being the destruction of the Mahratta power, and that no designs of conquest over the Punjab were entertained, he sent vakeels into the British camp. In the negotiations which ensued, the subjoined engagement was concluded with Runjeet Sing and Futteh Sing Allawalla :

No. CCXXIX.

TREATY of FRIENDSHIP and AMITY between the Honourable EAST INDIA COMPANY, and the Sirdars RUNJEET SING and FUTTEH SING.

Sirdar Runjeet Sing and Sirdar Futteh Sing have consented to the following articles of Agreement concluded by Lieutenant-Colonel John Malcolm under the special authority of the Right Honourable Lord Lake, himself duly authorized by the Honourable Sir George Hilario Barlow, Baronet, Governor General, and Futteh Sing, as principal on the part of Runjeet Sing.

Article 1.

Sirdar Runjeet Sing and Sirdar Futteh Sing Aloowalla hereby agree that they will cause Jeswunt Rao Holkar to remove with his army to the distance of 30 coss from Amritsir immediately, and will never hereafter hold any further connection with him, or aid or assist him with troops, or in any other manner whatever; and they further agree that they will not in any way molest such of Jeswunt Rao Holkar's followers or troops as are desirous of returning to their homes in the Deccan, but, on the contrary, will render them every assistance in their power for carrying such intention into execution.

Article 2.

The British government hereby agrees that in case a pacification should not be effected between that government and Jeswunt Rao Holkar, the British army shall move from its present encampment on the banks of the river Beah as soon as Jeswunt Rao Holkar aforesaid shall have marched with his army to the distance of 30 coss from Amritsur; and that in any treaty which may hereafter be concluded between the British government and Jeswunt Rao Holkar, it shall be stipulated that, immediately after the conclusion of the said treaty, Holkar shall evacuate the territories of the Sikhs and march towards his own, and that he shall in no way whatever injure or destroy such parts of the Sikh country as may lie in his route. The British government further agrees that as long as the said chieftains Runjeet Sing and Futteh Sing abstain from holding any friendly connection with the enemies of that government, or from committing any act of hostility on their own parts against the said government, the British armies shall never enter the territories of the said Chieftains, nor will the British government form any plans for the seizure or sequestration of their possessions or property.

Dated 1st January, 1806, corresponding with 10th Shawul, 1220 H. E.

Seal of
Runjeet
Sing.

Seal of
Futteh Sing.

Peace having been concluded with Holkar, both the British and Mahratta armies returned to Hindoostan, to the infinite satisfaction of Runjeet, who was left at liberty to pursue his own ambitious designs. About this period, 1806; a dispute existed between the Raja and Rani of Putteala, in which the Sikh Chiefs on the south side of the Sutlej took part. The contest had been carried on for some time with various success and much bloodshed. At length Bang Sing, the Raja of Jeend, called in the aid of his nephew Runjeet, who eagerly took advantage of the invitation, and immediately crossed the Sutlej with his army.* Runjeet declared his sole object in this advance to be the adjustment of the

* Said to amount to 30,000 horse. This must be greatly exaggerated, for, on the 14th December, 1805, Lord Lake stated that Runjeet's army did not exceed 5,000 or 6,000 men.

existing differences among the Cis-Sutlej Sikhs; having effected this, he declared his intention of returning to the Punjab, in order to assist Sundar Chund, of Kangra, against the Goorkhas. Having taken possession of Loodiana, which he divided between his uncle Baut Sing and Goordut Sing of Ladwa, Runjeet proceeded to Putteeala, where, after effecting an apparent settlement of the existing dissensions and establishing his own interest, he re-crossed the Sutlej. Runjeet entertained great doubts whether the British Government would tolerate the establishment of his authority over the Cis-Sutlej Sikhs; and hence, in the commencement of his proceedings, he acted in a wary and cautious manner.

Several of the Cis-Sutlej Chiefs had, on the advance of Runjeet, appealed to the Resident at Delhi for protection, but were told in reply that the British Government would not interfere in their behalf. This determination on the part of the British government tended much to encourage Runjeet in his design of reducing these Chieftains.

The quarrel between the Raja of Putteeala and his Rani broke out again in the early part of 1807. Both parties again invited Runjeet to settle their differences, who, in consequence, again crossed the Sutlej in August of that year. While on his march towards Putteeala, intelligence reached him that the Raja and Rani had settled their own differences: this arrangement, however, by no means accorded with Runjeet's views, and he immediately despatched a messenger to inform the parties that he expected that no reconciliation would take place until his arrival. He remained about twenty days at Putteeala, levying contributions on the neighbouring chiefs, most of whom acknowledged his supremacy. Runjeet then returned to Amritsar loaded with spoil, every part of his route having been marked by violence, outrage, and extortion.

Runjeet Sing had not yet divested his mind of apprehension lest the British government should oppose his entire reduction of the Sikh Chiefs on the left of the Sutlej. In order to ascertain this point, he deputed confidential Agents to the Resident at Delhi, to ascertain, by direct application, whether the execution of his cherished scheme of conquest would be resisted by the British government.

At this period the Government of India were under serious apprehensions of the designs of Napoleon, it being generally supposed that that Potentate had formed the design of invading India through Persia, and that he was actually about to commence active operations. The Government of the day were, therefore, most anxious to conciliate Runjeet, and accordingly avoided, from motives of policy, any distinct declaration regarding his meditated subjugation of the Cis-Sutlej Chiefs. With the view of further conciliating the Ruler of Lahore and enlisting his co-operation against the supposed design of the French, the Government deputed Mr. (now Lord) Metcalfe to Runjeet's camp for the purpose of entering into friendly relations with that Chief, and forming with him an offensive and defensive alliance. The Envoy reached Runjeet's camp in September 1808, and at once explained the object of his mission. The Raja affected ready acquiescence in the views of Government, not, as it subsequently appeared, from the dread of a French invasion, which he ever looked upon as a mere chimera, but in order to insure the acquiescence of the British government in his favourite project of subjugating the Cis-Sutlej Chiefs, and also from the desire of strengthening his own power over his recently subdued subjects by the moral effect of an alliance with the British government. During the period of the Envoy's stay in the Sikh camp, Runjeet failed not continually to press that functionary for an expression of the sentiments of his Government regarding his designs on the Southern Sikh Chiefs. The Envoy, however, in accordance with the instructions of his Government, steadily abstained from affording the desired declaration. The question was then referred, by mutual consent, for the orders of the Governor General in Council; but without awaiting, as he had agreed to do, the result of this reference to the Supreme Government, Runjeet suddenly, and without any previous intimation of his intention to the Envoy, crossed the Sutlej. In order to induce the Envoy to accompany him, that thereby his proceedings might appear to have the countenance of the British government, Runjeet promised to halt on the left bank of the river pending the result of the reference to Government; instead, however, of fulfilling this promise, he continued to advance towards the Jumna. The Envoy, having declined to accompany him, remained at Maler Kot.

In the meantime events in Europe had put an end to all dread of invasion on the part of the French; and Government, on being advised of Runjeet's proceeding, resolved to extend its protection to the Sikh Chiefs on the left of the Sutlej, and the Envoy was instructed to announce this determination to Runjeet Sing. It was at first intended to insist upon Runjeet's entire relinquishment of all his possessions, whenever or however acquired, to the south of the Sutlej. It was, however, finally determined not to insist, at the risk of war, upon the relinquishment of his former conquests, but it was deemed imperative to demand at all hazards that Runjeet should at once give up all his conquests made since the 8th of September 1808, the day in which the Envoy had joined his camp, while the relation between the Maha Raja and the Sikhs on the south side of the Sutlej should revert to the *status* of that date. To enforce this determination, if needful, a force was advanced under Colonel Ochterlony, towards Ambala; and an army of reserve, under General St. Leger, was held in readiness near the Jumna to support the advanced detachment, if necessary.

On learning the determination of the British government, Runjeet proceeded to Amritsar, whither he invited the Envoy to attend him. The military posts he had left on this side of the Sutlej were withdrawn. Colonel Ochterlony's force advanced.

LAHORE.

The Envoy rejoined the Maha Raja at Amritsur.

After much delay, deceit, and evasion, Runjeet at length acceded to all the demands of the British government. The Envoy — at this time directed to intimate to the Raja the intention of the British government to establish a military post at Loodiana. Finding he could not prevent the establishment of this post, Runjeet was desirous of making it appear that he was a party to the measure. The Envoy, however, did not deem it expedient to encourage such an impression, and publicly discountenanced it. The British government was now in a position which rendered it indifferent to entering into a Treaty with Runjeet, and the policy of the day was indeed averse to shackling itself by any engagements whatever with that Chief. At length, however, in order to allay his inordinate suspicion, and in compliance with his own reiterated request, the following Treaty was concluded with him:

No. CCXXX.

TREATY with the Rajah of LAHORE, 1809.

Whereas certain differences which had arisen between the British Government and the Rajah of Lahore have been happily and amicably adjusted, and both parties being anxious to maintain the relations of perfect amity and concord, the following articles of Treaty, which shall be binding on the heirs and successors of the two parties, have been concluded by Rajah Runjeet Sing, on his own part, and by the Agency of Charles Theophilus Metcalfe, Esquire, on the part of the British Government.

Article 1.

Perpetual friendship shall subsist between the British government and the State of Lahore. The latter shall be considered with respect to the former, to be on the footing of the most favoured powers; and the British government will have no concern with the territories and subjects of the Rajah to the northward of the river Sutlej.

Article 2.

The Rajah will never maintain in the territory occupied by him and his dependants, on the left bank of the river Sutlej more troops than are necessary for the internal duties of that territory, nor commit or suffer any encroachments on the possessions or rights of the Chiefs in its vicinity.

Article 3.

In the event of a violation of any of the preceding articles, or of a departure from the rules of friendship on the part of either State, this treaty shall be considered to be null and void.

Article 4.

This treaty, consisting of four articles, having been settled and concluded at Umritsur, on the 25th day of April 1809, Mr. Charles Theophilus Metcalfe has delivered to the Rajah of Lahore a copy of the same, in English and Persian, under his seal and signature, and the said Rajah has delivered another copy of the same, under his seal and signature; and Mr. Charles Theophilus Metcalfe engages to procure, within the space of two months, a copy of the same duly ratified by the Right Honourable the Governor General in Council, on the receipt of which by the Rajah, the present treaty shall be deemed complete and binding on both parties, and the copy of it now delivered to the Rajah, shall be returned.

Seal and signature of
C. T. METCALFE.

Signature and Seal of
RAJAH RUNJEET SING.

Company's
Seal.

(Signed) MINTO.

Ratified by the Governor General in Council on the 30th of May 1809.

On the termination of Mr. Metcalfe's functions ■ Envoy, the charge of our political relations with the ruler of Lahore devolved upon Colonel Ochterlony, who had already been vested with the superintendence of the protected Sikh States, and the command of the post of Ludiana.

Under the above Treaty, Runjeet's possessions on this side of the Sutlej were limited to the conquests he had actually made, and held by himself, or his dependants through him, at the time the British Envoy first joined his camp, viz : September, 1808.

The possessions of some of the Sikh chiefs to the south of the Sutlej were of a mixed character, being partly ancestral and partly acquired by gift through Runjeet Sing, or by conquest under his auspices, during his two first expeditions. The question was referred to the decision of the British government as to whether Chiefs so situated with regard to their possessions should be reckoned as under the paramountcy of the British government or dependents of Runjeet Sing. It was ruled in consequence that as regarded ancestral possessions the Chiefs should be held to be under British supremacy, while as regarded their possessions acquired under Runjeet Sing, they should be considered under the supremacy of Lahore.

Runjeet, notwithstanding the Treaty, continued for a considerable time to entertain suspicions regarding the ultimate designs of the British government; at length, however, he became satisfied that no desire existed to extend British dominion or interference beyond the Sutlej, and having the west and north open to his ambition, he considered it his policy to keep on amicable terms with the British government by a strict adherence to the terms of the Treaty.

In 1827 the Maha Raja deputed a complimentary mission to Lord Amherst, then at Simla, with presents for the King of England. The mission was courteously received and in return, some dray horses of the largest description were despatched to India for presentation to His Highness.

It was represented to Runjeet and the Ameers of Scinde, that, owing to their great size, these horses would not endure a march by land from Bombay to Lahore. On this plea permission was applied for and obtained from the Ameers for their transmission by boats up the Indus. The real object was to ascertain the navigable capabilities of that river.

In October 1831 an interview took place between Runjeet and Lord W. Bentinck, at Roopur, when, at his own request, the following assurance of amity ■ given to the Maha Raja.

No. CCXXXI.

TRANSLATION of the PAPER delivered by the Right Honourable the GOVERNOR GENERAL to Maha Rajah RUNJEET SING, on the evening of the 31st October 1831.

In these days of auspicious commencement and happy close, while the sound, of rejoicing has gladdened the firmament, a meeting has been arranged at ■ fortunate moment and under favourable circumstances, between the heads of the two exalted Governments, on the terms of reciprocal friendship, and in all cordiality, with reference to the relations established of old between the two States and many interviews and conversations have been held with mirth and joy and mutual satisfaction; the rose buds of our hearts on both sides having expanded, and the garden of our sensations being in blossom from the exceeding joy and good feeling that prevailed. Of a truth the growing friendship and cordiality which subsisted between the two Durbars of exalted dignity have been watered and fostered by the hand of providence, and by the showers of the Divine Divine grace, so as to have reached a maturity and strength for which God be praised. Nevertheless your Highness may derive further satisfaction from the assurance that, agreeably to the relations of friendship which have been thus established in the same manner from generation to generation, as settled by reciprocal engagements, shall the growth of this friendship continue and increase, and the materials of the existing good understanding be sought and extended at all times and at all places. There shall never at any time, or on any account whatsoever, be any difference or estrangement, nor shall such feelings in any way find entrance. But, on the contrary, the example of the unanimity and long standing friendship shall like the sun, shine glorious in history, and the reputation of it shall become ■ bye-word amongst the Princes and rulers of the earth, and be ■ subject of conversation to all ranks of men, in all countries, and at all times, so that, observing the fruits of this long standing friendship, the well wishers of the two governments shall rejoice, and their enemies and those who envy their good fortune shall be downcast and repentant.

LAHORE.

Hereafter all the gentlemen and authorities of the British government will study to maintain in perpetuity the relations which exist, as established by mutual engagements of long standing, so as to raise and display to the world the standards of the mutual good faith, fidelity and cordiality of the two governments.

These few lines have been committed to writing, as a testimony of friendship, at Rooper, and have been signed and sealed by me, to be delivered in person at this last interview, on the 31st October, 1831, corresponding with the 24th of Jumadee oos-Sanee, 1247 Hegiræ, to his Highness Maharaja Runjeet Sing Behauder.

(Signed) W. C. BENTINCK.

L.S.

The presents from England having safely reached Lahore under the charge of Captain, afterwards Sir, Alexander Burnes, the Governor General considered the opportunity favourable for taking measures for opening the navigation of the Indus. The Governor General had endeavoured, during their interview at Roopur, to persuade Runjeet of the advantages that would eventually accrue to him from that measure; and Captain Wade was deputed to Lahore to explain to the Maha Raja the object of Colonel Pottinger's mission to the Ameers of Scinde, and to propose to His Highness the free navigation of the Indus and Sutlej, within his dominions, assuring him, that in wishing for an extension of commerce, government had no desire for an enlargement of empire.

Runjeet affected to enter cordially into the Governor General's views relative to the opening of the navigation of the Indus, and offered to coerce the Ameers of Scinde into concurrence in the measure. The fact was, Runjeet had resolved on the conquest of Scinde, and was deterred from carrying his design into effect solely by the fear of the interposition of the British government which he was therefore anxious to conciliate. The following are the engagements concluded at different times with the State of Lahore, relative to the navigation and trade of the Indus:

No. CCXXXII.

L.S.

Seal and signature of
RUNJEET SING.

TREATY concluded between the EAST INDIA COMPANY and His HIGHNESS MAHA RAJAH RUNJEET SING, the Ruler of the Punjab.

By the grace of God, the relations of firm alliance and indissoluble ties of friendship existing between the Honourable the East India Company and His Highness the Maha Rajah Runjeet Sing, founded on the auspicious treaty formerly concluded by Sir C. T. Metcalfe, Baronet, and since confirmed in the written pledge of sincere amity presented by the Right Honourable Lord W. C. Bentinck, G. C. B. and G. C. H. Governor General of British India, at the meeting at Rooper, are like the sun clear and manifest to the whole world, and will continue unimpaired and increasing in strength from generation to generation. By virtue of these firmly established bonds of friendship, since the opening of the navigation of the rivers Indus proper (*i. e.* Indus below the confluence of the Pienjund) and Sutlej, a measure deemed expedient by both States, with a view to promote the general interests of commerce has lately been effected through the agency of Captain C. M. Wade, Political Agent at Loodianah, deputed by the Right Honourable the Governor General for that purpose; the following articles, explanatory of the conditions by which the said navigation is to be regulated, concerns the nomination of Officers; the mode of collecting the duties, and the protection of the trade by that route have been framed, in order that the Officers of the two states employed in their execution may act accordingly.

Article 1.

The provision of the existing treaty relative to the right bank of the river Sutlej and all its stipulations, together with the contents of the friendly pledge already mentioned, shall remain binding, and a strict regard to preserve the

LAHORE.

Article 10.

The same rule will be observed in respect to merchandize conveyed from Herreeke by way of the rivers towards Sindh.

Article 11.

Whatever may be fixed as the share of duties on the right bank of the river Sutlej in right of the Maha Rajah's own dominions, and of those in allegiance to him, the Maha Rajah's officers will collect it at the places appointed.

Article 12.

With regard to the security and safety of merchants who may adopt this route, the Maha Raja's officers shall afford them every protection in their power, and merchants on halting for the night on either bank of the Sutlej, are required, with reference to the treaty of friendship which exists between the two States, to give notice and to show their passports to the thanadar or officers in authority at the place, and request protection for themselves. If, notwithstanding this precaution, loss should at any time occur, strict inquiry will be made, and reclamation sought from those that are blameable.

Article 13.

The articles of the present treaty for opening the navigation of the rivers above-mentioned, having, agreeably to subsisting relations, been approved by the Right Honourable the Governor General, shall be carried into execution accordingly.

Dated at Lahore, the 26th of December, 1832.

Seal and signature at the top.



(Signed)

W. C. BENTINCK.

„
„

C. T. METCALFE.

A. ROSS.

Ratified by the Right Honourable the Governor General in Council, at Fort William in Bengal, this thirteenth (13th) day of September, A.D. 1833.

(Signed)

W. H. MACNAGHTEN.

Secretary to the Government,

No. CCXXXIII.

SUPPLEMENTARY TREATY between the BRITISH GOVERNMENT and Maha Rajah RUNJEET SINGH, for establishing a Toll on the Indus, dated 29th November, 1834.

In conformity with the subsisting relations of friendship as established and confirmed by former treaties between the Honourable the East India Company and His Highness Maha Rajah Runjeet Singh, and whereas in the 5th article of the treaty concluded at Lahore, on the 26th day of December, 1832, it was stipulated that a moderate scale of duties should be fixed by the two governments in concert, to be levied on all merchandize in transit up and down the rivers Indus and Sutlej, the said governments being now of opinion, that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (viz. on the value and quantity of goods) could not fail to give rise to mutual misunderstandings and reclamations; have, with a view to prevent these results, determined to substitute a toll, which shall be levied on all boats with whatever merchandize laden; the following articles have therefore been adopted as supplementary to the former treaty, and in conformity with them, each government engages that the toll shall be levied, and its amount neither be increased nor diminished except by mutual consent.



Article 1.

A toll of 570 rupees shall be levied on all boats laden with merchandise in transit on the rivers Indus and Sutlej, between the sea and Rooper, without reference to their size or to the weight or value of their cargo; the above toll to be divided among the different States, in proportion to the extent of territory which they possess on the banks of these rivers.

Article 2.

The portion of the above toll appertaining to the Lahore Chief, in right of his territory on both banks of these rivers, as determined in the subjoined scale, shall be levied opposite to Mithinkot on boats coming from the sea towards Rooper, and in the vicinity of Herree-ke-Pettin on boats going from Rooper towards the sea, and at no other place.

In right of territory on the
right bank of the rivers Indus
and Sutlej

In right of territory on the
left bank of the rivers Indus
and Sutlej, the Maha Rajah's
Share of

- Rs. 155 4 0

- Rs. 67 15 9

Article 3.

In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation and the welfare of the trade by the new route, a British officer will reside opposite to Mithinkot, and a native agent on the part of the British government opposite to Herree-ke-Pettin. These officers will be subject to the orders of the British agent at Loodeanah, and the agents who may be appointed to reside at those places on the part of the other States concerned in the navigation; viz. Bhawulpore and Sindh, together with those of Lahore, will co-operate with them in the execution of their duties.

Article 4.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which formed no part of their cargoes, they are required, when taking out their passport, to produce an invoice of their cargo, which, being duly authenticated, a copy of it will be annexed to their passports; and wherever their boats may be brought to for the night, they are required to give immediate notice to the thanadhars or officers of the place, and to request protection for themselves; at the same time showing the passports they may have received at Mithinkot or Herreeke, as the case may be.

Article 5.

Such parts of the 5th, 7th, 9th, and 10th articles of the treaty of the 26th of December 1832, as have reference to the fixing of duty on the value and quantity of merchandize, and to the mode of its collection, are hereby rescinded, and the foregoing articles substituted in their place, agreeably to which, and the conditions of the present, the toll will be levied.



(Signed) W. C. BENTINCK.
" W. BLUNT.
" A. ROSS.
" W. MORISON.

Ratified by the Right Honourable the Governor General of India in Council, at Fort William in Bengal, this twenty-third day of January A.D. 1835.

(Signed) W. H. MACNAGHTEN,
Secretary to the Government of India.

No. CCXXXIV.

AGREEMENT entered into with the Government of LAHORE, regarding the duties to be levied on the transit of Merchandize by the rivers SUTLEJ and INDUS, in modification of the supplementary Articles of the Treaty of 1832.

Dated 19th May 1839.

Objections having been urged against the levy of the same duty on a boat of small as on one of a large size; and the merchants having solicited that the

LAHORE.

duties might be levied on the maundage or measurement of the boats, or on the value of the goods: it is therefore agreed, that hereafter the whole duty shall be paid at one place, and either at Loodiana or Ferozepore, or at Mithinkot: and that the duty be levied on the merchandize, and not on the boats, as follows:

Rates of Duty leviable by Maha Rajah Runjeet Singh on Merchandize navigating the Sutlej and the Indus.

	Rs. As. p.		Rs. As. p.
Shawl Goods - - - - -	10 0 0	Seeds of ditto - - - - -	
Opium - - - - -	7 8 0	Cinnabar or Ver-	
Indigo - - - - -	2 8 0	million - - - - -	
Almonds - - - - -	1 0 0	Pellitory - - - - -	
Pistashes - - - - -		Cloves - - - - -	
Raisins, small and large - - - - -		Nutmeg - - - - -	
Dry Figs - - - - -		Mace - - - - -	
Pine Kernel - - - - -		Cinnamon - - - - -	
Sulphur - - - - -		Dry Dates - - - - -	
Figs - - - - -	0 8 0	Turbith root - - - - -	
And other dried fruits - - - - -		Cocanut - - - - -	
Red dye (Rubia Munjeet) - - - - -	0 6 0	Asgundh - - - - -	
Silks of all sorts, manufactured and otherwise - - - - -		Orpiment - - - - -	
Broadcloth of every description - - - - -		Bamboo Sugar - - - - -	
Velvet - - - - -		Armenian Earth - - - - -	
Satin - - - - -	0 4 0	Black Pepper - - - - -	
Chintzes or figured Velveteens - - - - -		Red ditto - - - - -	
White Cotton Parcheb Suffyd cloth of all sorts - - - - -		Gallnut - - - - -	
Chintzes of all sorts - - - - -		Shells - - - - -	
Sugar - - - - -	0 4 0	China Root - - - - -	
Molasses - - - - -		Morinda Citrifolia - - - - -	
Clarified Butter - - - - -		Betel Nut - - - - -	
Oil - - - - -		Tea - - - - -	
Costus - - - - -	0 4 0	All sorts of Glass ware - - - - -	
Sugar Candy - - - - -		Assafoetida - - - - -	
Gall - - - - -		Bdellium - - - - -	
The emblic myrobalans - - - - -		Maceen - - - - -	
The belleric myrobalans - - - - -	0 2 0	Collyrium - - - - -	
Cotton - - - - -		Alum - - - - -	
Small Gall - - - - -		Mooltan Earth - - - - -	
Chestnut - - - - -		Copper - - - - -	
Anise Seed - - - - -	0 2 0	Tin - - - - -	
Cichorium Endivia - - - - -		Quicksilver - - - - -	
Mellon Seed - - - - -		Lead - - - - -	
Turmeric - - - - -		Pewter - - - - -	
Ginger - - - - -	0 2 0	Brass - - - - -	
A kind of Collyrium - - - - -		Bell Metal - - - - -	
Aloes - - - - -		Articles of Ironmongery - - - - -	
Saffron - - - - -		And other Articles of Import from Bombay - - - - -	
Catachu - - - - -	0 2 0	Rice - - - - -	
Soapnut - - - - -		Wheat - - - - -	
The bark of the Birch Tree - - - - -		Gram - - - - -	
Dry Ginger - - - - -		Maizes - - - - -	
And other Groceries - - - - -	0 2 0	Barley - - - - -	
Cardamums, small and large - - - - -		Aniseed - - - - -	
		Indian Corn - - - - -	

• Ahul Suhaee
Ranjeet Singh.

True Translation,

(Signed)

GEORGE CLERK.

Approved by the Governor General on the 12th June 1839.

TRANSLATION.

(Signed by Maha Rajah KHURRUK SINGH.)



Formerly ■ treaty was executed by the Right Honourable Lord William Cavendish Bepinck, the Governor General of India, on the 14th of Poos, Sumbat, 1889, (corresponding with A.D. 1832) through Colonel (then Captain) Wade, concerning the navigation of the Sutlej and the Scinde rivers in the Khalsa territory, in concurrence with the wishes of both the friendly and allied governments. Another treaty on the subject was subsequently executed through the same officer, in Sumbat 1891, (corresponding with A.D. 1834) fixing a duty on every mercantile boat, independent of the quantity of its freight, and the nature of its merchandize. A third treaty ■■■ executed on this subject, in accordance with the wishes of both governments, on the arrival of Mr. Clerk, Agent to the Governor General, at the Durbar, in May 1839, adjusting the rate of duties on merchandize, according to quantity and kind; and although at the end of that document so much was specified as that the two high powers should after this never propose ■ rate below (less) than that specified, yet notwithstanding after this, when that gentleman came to the Khalsa Durbar at Amritsur, in Jeth Sumbat 1897 (corresponding with May 1840), he explained the difficulties and inconvenience which seemed to result to trade under the system proposed last year, in consequence of the obstruction to boats for the purpose of search and the ignorance of traders, and the difficulty of adjusting duties according to the different kinds of articles freighted in the boats, and proposed to revise that system by fixing a scale of duties proportionate to the measurement of boats, and not on the kind of commodities, if this arrangement should be approved of by both governments. Having reported to his government the circumstances of the case, he now drew up a schedule of the rate of duties on the mercantile boats navigating the rivers Scinde and Sutlej, and forwarded it for the consideration of this friendly Durbar. The Khalsa government, therefore, with ■ due regard to the established alliance, having added a few sentences in accordance with the late treaties, and agreeably to what is already well understood, has signed and sealed the Schedule, and it shall never be at all liable to any contradiction, difference, change or alteration, without the concurrence and concert of both governments, in consideration of mutual advantages, upon condition it does not interfere with the established custom duties at Amritsur, Lahore, and other inland places, or the other rivers in the Khalsa territory.

Article 1.

Grain, wood and lime stone, will be free from duty.

Article 2.

With exception to the above, every commodity to pay duty according to the measurement of the boat.

Article 3.

Duty on a boat not exceeding two hundred and fifty maunds of freight proceeding from the foot of the hills, Roopur, or Loodiana, to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana will be - - - - - Rs. 50

viz.

From the foot of the Hills to Ferozepore ■ back,	-	-	20
From - - - - - to Bhawulpore ■ back,	-	-	15
From Bhawulpore to Mithenkote or Rojan, ■ back,	-	-	15
The whole trip up ■ down,	-	-	50

LAHORE.

Duty on a boat above two hundred and fifty maunds, but not exceeding five hundred maunds, from the foot of the hills, Roopur, or Loodiana to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana, will be, - - - - - Rs. 100

viz.

From the foot of the hills to Ferozepore, or back,	- - - - -	40
From Ferozepore to Bhawulpore, or back,	- - - - -	30
From Bhawulpore to Mithenkote or Rojan, or back,	- - - - -	30
The whole trip up or down,	- - - - -	100
Duty on all boats above five hundred maunds will be,	- - - - -	Rs. 150

viz.

From the foot of the hills to Ferozepore, or back,	- - - - -	60
From Ferozepore to Bhawulpore, or back,	- - - - -	45
From Bhawulpore to Mithenkote or Rojan, or back,	- - - - -	45
The whole trip up or down,	- - - - -	150

Article 4.

Boats to be classed 1, 2, or 3, and the same to be written on the boat, and every boat to be registered.

Article 5.

These duties on merchandize frequenting the Sutlej and Scinde, are not to interfere with the duties on the banks of other rivers, or with the established inland Custom houses, throughout the Khalsa territory, which will remain on their usual footing.

Dated 13th Assar Sumbat 1897, corresponding with 21th June, 1840.

(True translation.)

(Signed) G. CLERK,
Agent to the Governor General.

Approved by the Governor General, 10th August, 1840.

The belief that Dost Mahomed Khan of Cabool had formed, or was about to form, an alliance with Russia of a hostile tendency, induced, in 1838, the then Governor General, Lord Auckland, to adopt measures, in concert with the Ruler of Lahore, for the restoration of Shah Shoojah-ool-Moolk to his throne, and thereby establish a friendly government in Afghanistan.

In furtherance of this determination, the following Tripartite Treaty was concluded between the British government, Runjeet Sing and Shah Shooja-ool-Moolk:

No. CCXXXVI.

Whereas a TREATY was formerly concluded between Maha Rajah RUNJEET SING and SHAH SHOOJA OOL MOOLK, consisting of fourteen articles, exclusive of the preamble and the conclusion, and whereas the execution of the provisions of the said treaty was suspended for certain reasons, and whereas at this time Mr. W. H. Macnaghten having been deputed by the Right Honourable George Lord Auckland, G. C. B., Governor General of India to the presence of Maha Rajah Runjeet Sing, and vested with full powers to form a Treaty in a manner consistent with the friendly engagements subsisting between the two States, the Treaty aforesaid is revived and concluded with certain modifications, and four new Articles have been added thereto with the approbation of, and in concert with, the British government: the provisions whereof, as contained in the following eighteen Articles, will be duly and faithfully observed.

Article 1.

Shah Shooja-ool-Moolk disclaims all title on the part of himself, his heirs, successors, and all the Suddozais, to all the territories lying on either bank of the river Indus that may be possessed by the Maharajah, viz. Cashmere, including its limits E. W. N. S., together with the Fort of Attock, Chuch, Hezara, Khebel, Amb, with its dependencies on the left bank of the aforesaid river, and on the right bank Peshawur with the Eusufzai Territory, Kheteks,

Hisht Nagar, *Meehnee Kohat Hungoo*, and all places dependent on *Peshawur* as far as the *Khyber Pass*; *Benno*, the *Viziri* territory, *Dour Tank*, *Gorang*, *Kalabagh* and *Kushalgher* with their dependent districts, *Derah Ismael Khan* and its dependency together with *Derah Ghazee Khan Kote*, *Mithan*, *Omar Kote* and their dependent territory, *Singher*, *Heren Dajel*, *Hajeepoore*, *Rajenpore* and the three *Ketches*, as well as *Mankera* with its district and the province of *Multan*, situated on the left bank. These countries and places are considered to be the property, and to form the estate of the Maharaja. The Shah neither has, nor will have, any concern with them. They belong to the Maharaja and his posterity from generation to generation.

Article 2.

The people of the country on the other side of *Khyber* will not be suffered to commit robberies or aggressions or any disturbances on this side. If any defaulter of either state, who has embezzled the revenue, take refuge in the territory of the other, each party engages to surrender him; and no person shall obstruct the passage of the stream, which issues out of the *Khyber* defile, and supplies the *Fort of Futtehghurh* with water according to ancient usage.

Article 3.

As agreeably to the treaty established between the British government and the Maharaja, no one can cross from the left to the right bank of the *Sutlej* without a passport from the Maharaja: the same rule shall be observed regarding the passage of the *Indus*, whose waters join the *Sutlej*, and no one shall be allowed to cross the *Indus* without the Maharaja's permission.

Article 4.

Regarding *Shikarpore* and the territory of *Sinde* on the right bank of the *Indus*, the Shah will agree to abide by whatever may be settled as right and proper in conformity with the happy relations of friendship subsisting between the British government and the Maharaja through *Captain Wade*.

Article 5.

When the Shah shall have established his authority in *Cabool* and *Candahar* he will annually send the Maharaja the following articles, viz. 55 high bred horses of approved colour and pleasant paces, 11 Persian Scimitars, 7 Persian Poignards, 25 good Males, Fruits of various kinds, both dry and fresh, and *Sirdas* or Musk Melons of a sweet and delicate flavour (to be sent throughout the year) by the way of *Cabool* river to *Peshawur*, Grapes, Pomegranates, Apples, Quinces, Almonds, Raisins, Pistahs or Chionuts, an abundant supply of each, as well as pieces of *Satin* of every colour, *Chogas* of Fur, *Kinkhabs* wrought with gold and silver, and Persian Carpets, altogether to the number of 101 pieces. All these articles the Shah will continue to send every year to the Maharaja.

Article 6.

Each party shall address the other on terms of equality.

Article 7.

Merchants of *Affghanistan* who will be desirous of trading to *Lahore*, *Amritsur*, or any other parts of the Maharaja's possessions, shall not be stopped or molested on their way; on the contrary, strict orders shall be issued to facilitate their intercourse: and the Maharaja engages to observe the same line of conduct on his part in respect to traders, who may wish to proceed to *Affghanistan*.

Article 8.

The Maharaja will yearly send to the Shah the following articles in the way of friendship, 55 pieces of *Shawls*, 25 pieces of *Muslin*, 11 *Doputtahs*, 5 pieces *Kinkhab*, 5 *Scarves*, 5 *Turbans*, 55 loads of *Bareh rice* (peculiar to *Peshawur*.)

LAHORE.

Article 9.

Any of the Maharaja's officers who may be deputed to Affghanistan to purchase horses, or on any other business, as well as those who may be sent by the Shah into the Punjab for the purpose of purchasing piece goods or shawls, &c. to the amount of 11,000 rupees, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of these commissions.

Article 10.

Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

Article 11.

In the event of the Shah taking an auxiliary force from the Maharaja, whatever booty may be acquired from the Barakzais in jewels, horses, arms, great and small, shall be equally divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maha Raja's troops, the Shah agrees to send a portion of it by his own Agent to the Maha Raja in the way of friendship.

Article 12.

An exchange of missions, charged with letters and presents, shall constantly take place between the two parties.

Article 13.

Should the Maharaja require the aid of any of the Shah's troops, "in furtherance of the objects contemplated by this Treaty," the Shah engages to send a force commanded by one of his principal officers; in like manner the Maharaja will furnish the Shah, when required, with an auxiliary force composed of Mahomedans, and commanded by one of his principal officers as far as Cabool, in furtherance of the objects contemplated by this Treaty. When the Maharaja may go to Peshawur the Shah will depute a Shahzadah to visit him, on which occasions the Maharaja will receive and dismiss him with the honour and consideration due to his rank and dignity.

Article 14.

The friends and enemies of each of the three high powers, that is to say, the British and Sikh governments, and Shah Shoojah ool Moolk shall be the friends and enemies of all.

Article 15.

Shah Shoojah ool Moolk engages after the attainment of his object, to pay without fail to the Maharaja the sum of two lacs of rupees of the Nanukshahee, or Kuldar currency, calculating from the date on which the Sikh troops may be despatched for the purpose of reinstating His Majesty in Cabool, in consideration of the Maharaja's stationing a force of not less than five thousand men, cavalry and infantry, of the Mahomedan persuasion, within the limits of the Peshawur territory for the support of the Shah, and to be sent to the aid of His Majesty, whenever the British government, in concert and counsel with the Maharaja, shall deem their aid necessary, and when any matter of great importance may arise to the westward, such measures will be adopted with regard to it, as may seem expedient and proper at the time to the British and Sikh governments. In the event of the Maharaja requiring the aid of any of the Shah's troops, a deduction will be made from the subsidy proportioned to the period for which such aid may be afforded; and the British government holds itself responsible for the punctual payment of the above sum annually to the Maharaja, so long as the provisions of this Treaty are duly observed.

Article 16.

Shah Shoojah ool Moolk agrees to relinquish for himself, his heirs and successors all claims of supremacy and arrears of tribute over the country now held by the Ameers of Scinde, (and which will continue to belong to the Ameers and their successors in perpetuity) on condition of the payment to him by the Ameers, of

such a sum ■ may be determined under the meditation of the British government; fifteen lacks of such payment being made over by him to Maharaja Runjeet Sing; ■ these payments being completed, article fourth of the treaty of the 12th of March, 1838, will be considered cancelled, and the customary interchange of letters and suitable presents between the Maharaja and the Ameers of Sindh shall be maintained as heretofore.

Article 17.

When Shah Shooja ool Moolk shall have succeeded in establishing his authority in Affghanistan, he shall not attack or molest his nephew, the ruler of Herat, in the possession of the territories ■■■ subject to his government.

Article 18.

Shah Shooja ool Moolk binds himself, his heirs and successors, to refrain from entering into negotiations with any foreign State, without the knowledge and consent of the British and Sikh governments; and to oppose any power having the design to invade the British or Sikh territories by force of arms, to the utmost of his ability.

The three powers, parties to this treaty, namely, the British government, Maharaja Runjeet Sing and Shah, Shooja ool Moolk, cordially agree to the foregoing Articles. There shall be no deviation from them; and in that case the present treaty shall be considered binding for ever; and this treaty shall come into operation from and after the date ■■ which the seals and signatures of the three contracting parties shall have been affixed thereto. Done at Lahore, this 26th day of June, in the year of our Lord 1838, corresponding with the 15th of the month of Asark 1295, Era of Bikarmajit.

Signed and sealed this 25th day of July, in the year A. D. 1838, at Simla.

(Signed) AUCKLAND.

The
Right Honourable
George Lord Auckland,
G. C. B.,
Governor General
of India.

Seal and Signa-
ture of Runjeet
Sing.

Seal and Signature
of Shah Shooja-
ool-Moolk.

The above Treaty ■ considered ■ rendered null and void by the death of one of the contracting parties, Shah Shooja-ool-Moolk. A new Treaty with the State of Lahore was propounded to the Durbar in 1843 by the then Governor General, Lord Ellenborough. After some delay, the Durbar demurred to his Lordship's Treaty, and proposed to substitute ■ draft of its own, to which however the Governor General could not accede. The negotiations on this subject proceeded no further, and the Treaty of 1809 is at present the sole political engagement in existence between the British government and the State of Lahore.

In 1839 Runjeet Sing died, and was succeeded by his ■■ Khurruck Sing, who died in November 1840. As his son and successor Nao Nihal Sing was returning from the performance of his father's obsequies and passing through the portal, ■ beam fell, whether by accident, or contrivance is unknown, and killed the Prince, and his companion, the son of Golab Sing.

On the death of Nao Nihal Sing the government was at first seized by Maee Chund Kour, his mother, but after ■ severe struggle Shere Sing, a putative ■■ of Runjeet, obtained the ascendancy, and ■■ acknowledged Maha Raja. In September 1843 Maha Raja Shere Sing was assassinated, and all his family cut off, and Duleep Sing, another reputed son of Runjeet Sing, ■■ proclaimed Maha Raja, and acknowledged by the British government.

BUHAWULPORE.

This principality once formed a portion of the province of Moultan. The ruling family is originally from Shikarpore, which they quitted at the time of Nadir Shah's invasion, and soon after acquired the territory they now govern, when they assumed the name of Bahawal; the Nawab is also styled the chief of Doodpootra. The first notice of Buhawulpore upon record is the Khan's friendly reception of the Honourable Mr. Elphinstone's mission on its way to Cabool. The Khan proposed an alliance, offensive and defensive, with the British government, which Mr. Elphinstone discouraged.

When Runjeet Sing had reduced Moultan to his authority, the Khan of Buhawulpore, in alarm for his own safety, tendered his allegiance to the British government, and solicited its protection of his Cis-Sutlej possessions. It being the policy of Government to make the Sutlej the boundary of Runjeet's dominions, the Khan's request was complied with as far as regarded his Cis-Sutlej territories; but Government was averse to any closer connection with him, its sole object being to keep Runjeet on his own side of the river. Although this degree of interference fell far short of what the Khan desired, yet it saved him, for Runjeet was deterred from proceeding to extremities against him, by dread of thereby involving himself with the British Government. In 1831, however, Runjeet was on the point of seizing all the Nawab's possessions in prosecution of his designs upon Scinde. Government opposed the execution of this design being incompatible with the beneficial objects contemplated by the measures agreed upon for opening the navigation of the Indus; and thus was Buhawulpore again saved.

The Nawab readily acceded to the arrangements for opening the navigation of the Indus, and entered into the subjoined Treaty with the subsequent Commercial Agreements:

No. CCXXXVII.

TREATY concluded between the Honourable the EAST INDIA COMPANY and NAWAB BHAWL KHAN, the Ruler of BHAWLPOOR, dated the 2d of February, 1833.

By the blessing of God the friendly connection between the Honourable the East India Company and the State of Bhawlpoor, which commenced on the occasion of the Honourable Mr. Elphinstone's visit to Cabul in 1808-9, has continued uninterrupted to the present time; and now that Captain C. M. Wade, Political Agent at Loodianah, has arrived at Bhawlpoor on the part of the Right Honourable Lord W. C. Bentinck, G. C. B., and G. C. H., the Governor General of British India, in order to improve these amicable relations and concert the opening of the navigation of the rivers Indus and Sutlej, with view to promote the general interests of commerce, which is pleasing to God, and the prosperity of the surrounding States, the following are the articles of a treaty which has been concluded through the Agency of that Officer between the Honourable the East India Company on the one part, and Nuwab Rukn-ud-Dowlah Hafizul-Mulk Mukhlisud Dowlah Mahomed Bhawl Khan Abbassee Nusret Jung Behauder, the Chief of the Doodpootrahs on the other, for the purpose of confirming the friendship of the two States, the opening of the trade by the above-mentioned rivers, and regulating the manner in which the arrangements connected with it are to be carried into effect:

Article 1.

There shall eternal friendship and alliance between the Honourable the East India Company and Nuwab Mahomed Bhawl Khan, his heir and successors.

Article 2.

The Honourable the East India Company engage never to interfere with the hereditary, or other possessions of the Bhawlpoor government.

Article 3.

As regards the internal administration of his government and the exercise of his sovereign rights over his subjects, the Nuwab shall be entirely independent as heretofore.

Article 4.

The Officer who may be appointed on the part of the British government to reside in the Bhawlpour State, shall, in conformity with the preceding article, abstain from all interference with the Nuwab's government, and respect the preservation of the friendly relations of the two contracting parties.

Article 5.

The Honourable the East India Company having requested the use of the rivers Indus and Sutlej and the roads of Bhawlpour for the merchants of Hindostan, &c.; the government of Bhawlpour agrees to grant the same, through its own boundaries, if the persons aforesaid be provided with passports.

Article 6.

The government of Bhawlpour engages to fix, in concert with the British government, certain proper and moderate duties to be levied on merchandize proceeding by the aforesaid route, and never to increase or diminish the same, except with the consent of both parties.

Article 7.

It is further agreed that the Tariff or table of duties, fixed as above, shall be published for general information; and the custom-house officers and farmers of the revenues of the Bhawlpour government will be especially directed not to detain the passing trade, after having collected the duties, on pretence of waiting for fresh orders from their government, or any other pretext.

Article 8.

The Tariff which is to be established for the line of navigation in question, is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, or with the established Chokies inland. These will remain as heretofore.

Article 9.

Merchants frequenting the said route, while within the limits of the Nuwab's government are required to show due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the country.

Article 10.

The proportion of duties to which the Nuwab may be entitled, shall be collected by his Officers at the appointed places.

Article 11.

The Officers who are to be entrusted with the examination of the goods and collection of the duties on the part of the Bhawlpour government, shall be stationed opposite to Mithenkote and Aureeke. At no other place but those two, shall boats in transit on the river be liable to examination or stoppage.

Article 12.

When the persons in charge of boats stop of their own accord, to take in or give out cargo, the goods will be liable to the local transit duty of the Bhawlpour government previously to their being embarked and subsequently to their being landed, as provided in Article 8th.

Article 13.

The Superintendent stationed opposite to Mithenkote, having examined the cargo, will levy the established duty and grant a passport, with a written account of the cargo and freight; on the arrival of the boat at Hureeke, the Superintendent at that station will compare the passport with the cargo, and whatever goods are found in excess, will be liable to the payment of the established duty, while the rest, having already paid duty at Mithenkote will pass on free.

the new route, a British officer will reside near Mithinkote, and a Native Agent on the part of the British government in the vicinity of Hurreke Petten. These officers will be subject to the orders of the British Agent at Loodhiana; and the Agents who may be appointed to reside at those places on the part of the other States concerned in the navigation, will co-operate with them in the execution of their duties.

Article 4.

The British government binds itself that the British officer who may reside near Mithinkote shall not engage in trade, and (in conformity with the 4th Article of the former treaty) that he shall not interfere in any way with the internal administration of the Bahawalpore government.

Article 5.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which they never possessed, they are required, when taking out their passports, to produce an invoice of their cargo which, being duly authenticated, a copy of it will be annexed to their passports.

Article 6.

Such parts of the 6th, 7th, 11th, 13th, and 14th articles of the treaty of the 22nd of February, 1833, as have reference to the fixing of duty on the value and quantity of merchandize and to the mode of its collection, are hereby rescinded, and the foregoing articles substituted in their place, agreeably to which and the conditions of the preamble, the toll shall be levied.

(True copy and translation.)

(Signed) C. M. WADE,
Political Agent, &c.

Company's
Seal.

(Signed) W. C. BENTINCK.

Ratified by the Governor-General in Council on the 5th March, 1835.

No. CCXXXIX.

DETAILED STATEMENT of the amount of TOLL leviable in the BHAWALPOOR territory on boats proceeding up and down the rivers SUTLEJ and INDUS.

Whereas by the treaty of the 27th of the month of Shahban, 1250 Hegira, agreeing with the twenty-ninth of the month of December, 1834 A.D., the Bhawalpoor government is entitled on account of the whole extent of its territory, to levy at the appointed places, a toll of one hundred and six rupees, twelve annas, and three pice, on all boats laden with merchandize proceeding from Roopur towards the sea, or from the sea towards Roopur, the same will continue in force; but as some of the boats are found not to pass through the whole extent of the Bhawalpoor territory, but on the contrary, to lay in cargoes at, and set out from, or dispose of their cargoes at, and return from, places on the way; it is therefore agreed that on such boats the amounts of toll to be levied shall be regulated by the relative distances of the places from which, after laying in cargo, they take their departure, or from which, after disposing of their goods, they return, as follows:

1st. On all Boats laden with merchandize proceeding from beyond the eastern frontier of the Bhawalpoor territory to Khairpur Shargia, and *vice versa*, the Bhawalpoor government is entitled to levy, both in coming and going, on account of River Toll, the sum noted in the margin,

Rs. 53 6 1½.

BUHAWULPORE.

Ditto ditto from beyond the eastern frontier to Bhawalpur, and <i>vice versa</i> ,	Rs.	66	11	8
Ditto ditto from beyond the eastern frontier to Chachram, and <i>vice versa</i> ,	Rs.	93	6	8½
Ditto ditto from beyond the N.E. frontier to the S.W. frontier and <i>vice versa</i> ,	Rs.	106	12	3.

2d. In the same manner on all boats laden with merchandize proceeding from beyond the S.E. frontier to Chachram, and *vice versa*; the Bhawalpore government is entitled to levy both in coming and going, on account of River Toll, the sum noted in the margin,

Ditto ditto from beyond the S.W. frontier to Bhawalpoor, and <i>vice versa</i> ,	Rs.	13	5	6
Ditto ditto from beyond the S.W. frontier to Khairpur, and <i>vice versa</i> ,	Rs.	40	0	6
Ditto ditto from beyond the S.W. frontier to the N.E. frontier, and <i>vice versa</i> ,	Rs.	53	6	1½
	Rs.	106	12	3

3d. On all boats laden with merchandize from the rivers of the Punjab that enter the channel of the Sutlej and Indus opposite the ferry of Bakri, if they proceed from the above ferry to beyond the S.W. frontier of the Bhawalpoor territory, and into a foreign territory, or *vice versa*; the Bhawalpoor government is entitled to levy on account of River Toll, and according to the extent of its territory traversing, the sum noted in the margin,

Ditto ditto on Boats proceeding from the ferry of Bakri to beyond the N.E. frontier and into a foreign territory, and <i>vice versa</i> ,	Rs.	26	11	0¾
	Rs.	85	1	2½

4th. On empty boats no duty is to be levied.

5th. At whatever place in the Bhawalpoor territory, merchants may stop to lay in, or dispose of cargo, agreeably to the former treaties, they will pay the established duties of that place on the purchase and sale of goods.

(Signed) F. MACPHERSON.

Approved by the Governor-General of India, on the 11th October, 1838.

No. CCXL.

PROPOSED RATES for the NAVIGATION of the SUTLEJ and the INDUS by MERCANTILE BOATS (excepting the Nawab Bahawal Khan's own merchants and subjects) to be paid for the transit through the BAHAWALPORE territory.

Article 1.

Grain, Wood and Limestone, free, as in the Lahore territory.

Article 2.

Besides the above three things, duties to be levied on all sorts of merchandize according to the three sizes of boats.

Article 3.

A boat not capable of containing more than 250 maunds of freight proceeding from Rojhan, or Kote Mithun, to the foot of the hills, Roopur, Loodiana, &c. or from Roopur, or Loodiana, to Rojhan or Kote Mithun - Rs. 10
A boat above 250 maunds and not exceeding 500 maunds - " 20
A boat above 500 maunds - " 40

Article 4.

BHAWULPORE.

No. 1, 2, or 3, to be written in large letters on the boat, to show the class to which each boat belongs.

Dated 5th August, 1840, corresponding with 5th Jummad-oos-sanee 1256 Hegira.

(True Translation.)

(Signed) GEORGE CLERK,
Agent Governor General.

Sanctioned by the Governor General of India in Council on the 31st August, 1840.

No. CCXLI.

AGREEMENT regarding the levy of DUTIES on MERCHANDIZE in transit through the BHAWULPOOR State (excepting the merchants and Mercantile firms, the proper subjects of the BHAWULPOOR State) the following articles have been agreed to between the BRITISH and the BHAWULPOOR Governments:

FIRST.—On boats freighted with merchandize going up or down the river through the Bhawulpoor country, the duties shall be only one-half of the present fixed rates.

SECOND.—On Merchandize passing in any direction by land, no other duties shall be levied than the following: viz.

On a Hackery laden with Merchandize,	-	-	Rs. 2 0 0
On a Camel ditto ditto ditto,	-	-	„ 1 0 0 and
On a Mule, Poney, Bullock or an Ass ditto ditto	-	-	„ 0 8 0

THIRD.—Any Merchant having with him a passport or “rowannah,” according to the form annexed to this agreement, shall pass safe, unmolested, and without search by the local officers on the road.

FOURTH.—If any Merchant buy or sell the merchandize at any place or town on the road, he will have to pay there the usual local duties.

FIFTH.—As there exist no pukha wells and caravanseraies for the use of travellers on the road from Bhawulpoor to Sirsa, the Bhawulpoor government, will, throughout its jurisdiction, at every stage, prepare pukha wells and caravanseraies for the comfort of travellers, as well as a road along that route, and keep it in order by taking constant care to keep it in repair.

SIXTH.—This Agreement has been drawn up in accordance with the friendship subsisting between the two governments, and in order that merchants may satisfactorily and in true confidence engage in the trade.

Dated 15th Shaban, 1259 Hegira, corresponding with 11th September, 1843 A.D.

Seal of the
Nuwab.

True Translation.
(Signed) R. N. C. HAMILTON.

Notified in the Calcutta Gazette by Order of the Governor General of India in Council, on the 28th October, 1843.

BUHAWULPORE. In 1828 it was resolved to restore Shah Shooja to the throne of Cabool; it being necessary to fix the future relations of the Nawab of Bulhawulpore both with the British Government and the restored King, it was determined that Bahawul Khan should be released from allegiance to Cabool and placed among the dependants of the British Government, on this occasion the following Treaty was concluded:

CCXLI.

TREATY between the Honourable the ENGLISH EAST INDIA COMPANY, and Nawab BAHAWUL KHAN BAHADOOR, the Nawab of BAHAWULPORE, concluded by Lieutenant Mackeson on the part of the Honourable Company, in virtue of full powers, granted by the Right Honourable George, Lord Auckland, G.C.B., Governor General of India, and by Munshi Chowkas Rai, on the part of the Nawab Bahawul Khan Behauder, according to full powers given by the Nawab.

Article 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable Company and Nawab Bahawul Khan Behauder and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

Article 2.

The British government engages to protect the principality and territory of Bahawulpore.

Article 3.

Nawab Bahawul Khan, and his heirs and successors, will act in subordinate co-operation with the British government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

Article 4.

The Nawab, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British government, but the usual amicable correspondence with friends and relations shall continue.

Article 5.

The Nawab, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British government.

Article 6.

The Nawab of Bahawulpore will furnish troops at the requisition of the British government, according to his means.

Article 7.

The Nawab, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality.

Article 8.

This treaty of seven articles having been concluded and signed and sealed by Lieutenant Mackeson and Moonshee Chowkas Rai, the ratifications by the Right Honourable the Governor General and Nawab Bahawul Khan Behauder, shall be exchanged within 40 days from the present date.

Done at Ahmudpoor, this 5th day of October, A.D. 1838, corresponding with BUHAWULPO
the 14th of Rajabul Murajeb 1254 Hegira.

Governor
General's
Seal.

(Signed)

AUCKLAND.

Ratified and confirmed by the Right Honourable the Governor General, at
Simla, the 22d day of October, Anno Domini 1838.

On the conquest of Scinde the districts of Subzulcore and Bhoongbarra, which had been
wrested from the Nawab of Bahawulpore by the Ameers, were gratuitously restored to
him, in reward of his fidelity to the British Government. In 1844 the Nawab readily ceded
a strip of land on the Sutlej, that was required for the continuance of our customs through
Hurr-eana to that river.

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